



Annex I Terms of Reference (TOR)

National Consultant for Terminal Evaluation of wetlands Lake Urmia component

National Consultant for Terminal Evaluation of “Contribution to Restoration of Lake Urmia via Local Community Participation in Sustainable Agriculture and Biodiversity Conservation (2014-2019) &

Local community participation in sustainable agriculture and biodiversity conservation for Lake Urmia Restoration (Special component of UNDP’s Conservation of Iranian Wetlands Project) (2019-2021)

1. Background:

During the past two decades, different factors including continuous drought, increasing number of dams, over-abstraction of underground waters, etc. have impacted many wetlands in Iran, particularly the Lake Urmia, the largest hyper-saline wetland of Iran supporting more than 5 million inhabitants and important biodiversity. To overcome this challenge, the Government of Islamic Republic of Iran, together with national and international organizations such as UNDP, started several initiatives to stop the degradation trend and restore this important Lake. UNDP’s special efforts on LU restoration started since 2014, with financial support of the government of Japan, and implemented through its long-standing “Conservation of Iranian Wetlands Project” (CIWP). Initially, the project focused on local communities’ participation in restoration measures mainly sustainable agriculture practices and biodiversity conservation but the results of experiences and lessons learnt led to extension of the scope of activities to other areas such as socio-economics and introduction of complementary tools to practice more integrated approach during seven phases of the project.

The project activities fall within the following areas:

1. Institutional development and mainstreaming participatory ecosystem-based management and conservation of wetlands and their biodiversity conservation;
2. Piloting and scaling up sustainable agriculture practices;
3. Establishing and sustaining wetland friendly alternative livelihoods;
4. Participatory technology development (PTD);
5. Communication, capacity building, education, participation and awareness (CEPA); and
6. Innovative tools contributing to conservation of wetlands and their biodiversity such as economic valuation and payment for ecosystem services.

2. Objectives of Final Evaluation

- 1) Assess the relevance and appropriateness of the Project in terms of: achieving the outputs as per the Project Document;
- 2) Evaluate the effectiveness and efficiency of the Project in terms of the implementation of activities that achieve outputs and outcomes, following up on lessons learned;
- 3) Establish the impact and sustainability of the Project, and the extent to which the approach and implementation of the Project contributed to restoration of Lake Urmia and its participatory ecosystem-based management and conservation;
- 4) Review the Project Design and Management structures, in terms of achieving clear objectives and strategies, the use of monitoring and evaluation, the level of coherence, and the



appropriateness of management structures at national, province, and local levels (wetland secretariats); and

- 5) Make clear and focused recommendations that may be required for enhancing the relevance, effectiveness, efficiency, impact and sustainability of scaling up and replication of project achievements and results across the LU basin and other wetlands across the country.

3. Scope of Work

In assessing the Project and its alignment to the broader Project Document, the evaluation will take into consideration the following criteria:

Relevance and appropriateness

1. Was the project relevant, appropriate and strategic to LU restoration goals and challenges with focus to local community participation in Lake restoration?
2. Was the project relevant, appropriate and strategic to the mandate, strategy, functions, roles, and responsibility of the UNDP, the Department of Environment (DOE), and the Ministry of Agriculture Jihad (MOJA) as the major stakeholders of the Project and key actors within those institutions?
3. Was the project relevant, appropriate and strategic to the UNDP assistance mandate and development goals?
4. Was the project relevant, appropriate and strategic to the international and national strategic/upper-hand documents, e.g. SDGs, UNDAF, UNDP CPD, and UNDP Strategic Plan?
5. Evaluate how the project addressed country priorities. Evaluate country ownership. Was the project concept in line with the national sector development priorities and plans of the country?
6. Evaluate how the project addressed donor priorities. Evaluate donor ownership. Was the project concept in line with the donor development priorities and plans?
7. Evaluate how private sector and local cooperative were engaged in the process?
8. Evaluate of local community participation in the project. Evaluate local community ownership.

Effectiveness and efficiency

9. Were the actions to achieve the outputs and outcomes effective and efficient?
10. Were there any lessons learned, failures/lost opportunities? What might have been done better or differently?
11. How did the project deal with issues and risks?
12. Were the outputs achieved in a timely manner?
13. Were the resources utilized in the best way possible?
14. Were the resources (time, funding, human resources) sufficient?

Impact and sustainability

15. Will the outputs/outcomes lead to benefits beyond the life of the existing project?
16. Were the actions and result owned by the local partners and stakeholders?
17. Was the capacity (individuals, institution, and system) built through the actions of the project?
18. What is the level of contribution of the project management arrangements to national ownership of the set objectives, result and outputs?
19. Were the modes of deliveries of the outputs appropriate to promote national ownership and sustainability of the result achieved?
20. Did the Project contribute to sustainable management of LU and its satellite wetlands?
21. Did the Project address cross cutting issues including gender?



22. Evaluate the relevance of the project strategy and assess whether it provided the most effective route towards expected/intended results.
23. Socio-economic risks to sustainability: Are there any social or political risks that may jeopardize sustainability of project outcomes? Do the various key stakeholders see that it is in their interest that the project benefits continue to flow? Is there sufficient public / stakeholder awareness in support of the long-term objectives of the project?
24. Are lessons learned being documented by the Project Team on a continual basis and shared/transferred to appropriate parties who could learn from the project and potentially replicate and/or scale it in the future?
25. Institutional Framework and Governance risks to sustainability: Do the legal frameworks, policies, governance structures and processes pose risks that may jeopardize sustenance of project benefits? While assessing this parameter, also consider if the required systems/mechanisms for accountability, transparency, and technical knowledge transfer are in place.
26. Environmental risks to sustainability: Are there any environmental risks that may jeopardize sustenance of project outcomes?
27. Financial risks to sustainability: What is the likelihood of financial and economic resources not being available once the donor assistance ends (consider potential resources can be from multiple sources, such as the public and private sectors, income generating activities, and other funding that will be adequate financial resources for sustaining project's outcomes)?

Project design

28. To what extent did the design of the project help in achieving its own goals?
29. Was the context, problem, needs and priorities well analysed while designing the project?
30. Were there clear objectives and strategy?
31. Were there clear baselines indicators and/or benchmark for performance?
32. Was the process of project design sufficiently participatory? Was there any impact of the process?
33. Was there coherence and complementarity by the project to the country's wetland conservation efforts by the DOE and its key players within this institution?
34. Was there coherence, coordination and complementarity by the project with other donor funded activities in the field of LU restoration, conservation and biodiversity (including Japan, GEF, etc.)?
35. Evaluate the problem addressed by the project and the underlying assumptions. Evaluate the effect of any incorrect assumptions or changes to the context to achieving the project results as outlined in the Project Document.
36. Were lessons from other relevant projects properly incorporated into the project design?
37. Evaluate decision-making processes: were perspectives of those who would be affected by project decisions, those who could affect the outcomes, and those who could contribute information or other resources to the process, taken into account during project design processes?
38. Evaluate the extent to which relevant gender issues were raised in the project design.

Project management, Project Implementation and Adaptive Management

Management Arrangements:

39. Are the project management arrangements appropriate at the team level and project board level?



40. Evaluate overall effectiveness of project management as outlined in the Project Document. Have changes been made and are they effective? Are responsibilities and reporting lines clear? Is decision-making transparent and undertaken in a timely manner? Recommend areas for improvement.
41. Evaluate the quality of execution of the Executing Agency/Implementing Partner(s) and recommend areas for improvement.
42. Evaluate the quality of support provided by the Partner Agency (UNDP) and recommend areas for improvement.

Work Planning:

43. Evaluate any delays in project start-up and implementation, identify the causes and examine if they have been resolved.
44. Are work-planning processes results-based? If not, suggest ways to re-orientate work planning to focus on results?
45. Examine the use of the project's results framework/ logframe as a management tool and review any changes made to it since project start.

Finance and co-finance:

46. Consider the financial management of the project, with specific reference to the cost-effectiveness of interventions.
47. Review and evaluate the changes to fund allocations as a result of budget revisions and assess the appropriateness and relevance of such revisions.
48. Does the project have the appropriate financial controls, including reporting and planning, that allow management to make informed decisions regarding the budget and allow for timely flow of funds?
49. Informed by the co-financing monitoring table to be filled out, provide commentary on co-financing: is co-financing being used strategically to help the objectives of the project? Is the Project Team meeting with all co-financing partners regularly in order to align financing priorities and annual work plans?

Project-level Monitoring and Evaluation Systems:

50. Evaluate the monitoring tools currently being used: Do they provide the necessary information? Do they involve key partners? Are they aligned or mainstreamed with national systems? Do they use existing information? Are they efficient? Are they cost-effective? Are additional tools required? How could they be made more participatory and inclusive?
51. Examine the financial management of the project monitoring and evaluation budget. Are sufficient resources being allocated to monitoring and evaluation? Are these resources being allocated effectively?

Stakeholder Engagement:

52. Project management: Has the project developed and leveraged the necessary and appropriate partnerships with direct and tangential stakeholders?
53. Participation and country-driven processes: Do local and national government stakeholders support the objectives of the project? Do they continue to have an active role in project decision-making that supports efficient and effective project implementation?



54. Participation and public awareness: To what extent has stakeholder involvement and public awareness contributed to the progress towards achievement of project objectives?

Reporting:

55. Assess how adaptive management changes have been reported by the project management and shared with the Project Board.

56. Assess how well the Project Team and partners undertake and fulfil GEF reporting requirements (i.e. how have they addressed poorly-rated PIRs, if applicable?)

57. Assess how lessons derived from the adaptive management process have been documented, shared with key partners and internalized by partners.

Communications:

58. Was there appropriate visibility and acknowledgement of the project and donors?

59. Review internal project communication with stakeholders: Is communication regular and effective? Are there key stakeholders left out of communication? Are there feedback mechanisms when communication is received? Does this communication with stakeholders contribute to their awareness of project outcomes and activities and investment in the sustainability of project results?

60. Review external project communication: Are proper means of communication established or being established to express the project progress and intended impact to the public (is there a web presence, for example? Or did the project implement appropriate outreach and public awareness campaigns?)

61. For reporting purposes, write one half-page paragraph that summarizes the project's progress towards results in terms of contribution to sustainable development benefits, as well as global environmental benefits.

Gender Equality

62. To what extent have gender equality, the economic empowerment of women, social inclusion and youth been addressed in the Project design, implementation and reporting? What are the key achievements?

63. In what way could gender equality be enhanced in the future similar projects?

COVID-19

64. To what extent has the project results been affected by Covid-19 and what remedial measures/tools/processes were introduced to address this?

65. In what way the project management/implementation/monitoring approaches could be adapted based on Covid-19 and similar crisis, in future similar projects?

Results Framework/Logframe

- Undertake a critical analysis of the project's logframe indicators and targets, assess how "SMART" the midterm and end-of-project targets are (Specific, Measurable, Attainable, Relevant, Time-bound), and suggest specific amendments/revisions to the targets and indicators as necessary.
- Were the project's objectives and outcomes or components clear, practical, and feasible within its time frame?
- Examine if progress so far has led to, or could in the future catalyse beneficial development

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effects (i.e. income generation, gender equality and women's empowerment, improved governance, etc.) that should be included in the project results framework and monitored on an annual basis.

- Ensure broader development and gender aspects of the project are being monitored effectively. Develop and recommend SMART 'development' indicators, including sex-disaggregated indicators and indicators that capture development benefits.

Progress Towards Results

Progress Towards Outcomes Analysis:

- Review and evaluate the logframe indicators against progress made towards the end-of-project targets using the Progress Towards Results Matrix; colour code progress in a "traffic light system" based on the level of progress achieved; assign a rating on progress for each outcome; make recommendations from the areas marked as "Not on target to be achieved" (red). If there are major areas of concern, recommend areas for improvement.

Table. Progress Towards Results Matrix (Achievement of outcomes against End-of-project Targets)

Project Strategy	Indicator ¹	Baseline Level ²	Level in 1 st PIR (self-reported)	Midterm Target ³	End-of-project Target	Midterm Level & Assessment ⁴	Achievement Rating ⁵	Justification for Rating
Objective:	Indicator (if applicable):							
Outcome 1:	Indicator 1:							
	Indicator 2:							
Outcome 2:	Indicator 3:							
	Indicator 4:							
	Etc.							
Etc.								

Indicator Assessment Key

Green= Achieved	Yellow= On target to be achieved	Red= Not on target to be achieved
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This work will include reference to an ecosystem approach at the core of the project design. The Final Evaluation should be aligned with the principles established in UNDP's [Evaluation Policy](#) and the UN Evaluation Group's [Norms and Standards for Evaluation](#).

4. Methodology

Based on UNDP guidelines for evaluations, and in consultations with UNDP Iran, the evaluation will be inclusive and participatory, involving principal stakeholders into the analysis. During the evaluation, the consultant is expected to apply the following approaches for data collection and analysis. Moreover, the national consultant will work in team with and be supervised by the International consultant. The latter will be the team leader and responsible for finalizing the report. The national consultant will assist

¹ Populate with data from the Logframe and scorecards

² Populate with data from the Project Document

³ If available

⁴ Colour code this column only

⁵ Use the 6-point Progress Towards Results Rating Scale: HS, S, MS, MU, U, HU

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the international consultant in all terminal evaluation process including preparation, summarizing and translating key documents, undertaking missions/interviews/meetings, and reporting phases.

- Desk review of relevant documents including progress reports and any records during the life of the Project;
- Key informative interviews with the DOE, MOJA and other assistance providers/partners, and UNDP Senior Management and Project Staff in the Country Office, local communities and other major stakeholders (see Annex A);
- Briefing and debriefing sessions with the former Project Technical and Steering Committees
- Interviews with partners and stakeholders, government officials, service providers including CSO partners and donor partners, etc.
- Assisting in preparing excerpts/reports/material for review by the international and/or when required translation from Farsi to English and vice versa.

During the implementation of the contract, the national consultant will report to the UNDP Programme Team, who will provide guidance and ensure satisfactory completion of final evaluation deliverables. There will be close coordination with the project team who will assist in connecting the consultant with senior management, development partners, beneficiaries and key stakeholders. In addition, the project staff will provide key project documentation prior to fieldwork.

5. Expected outputs and deliverables

The consultant is expected to deliver the following outputs:

- Inception report on proposed evaluation methodology, work plan and proposed structure of the report;
- A draft preliminary evaluation report and presentation with, to be presented at a debriefing meeting with the CIWP and UNDP as well as other major partners as deemed necessary;
- Final report, including a 2-3 pages' executive summary, including issues raised during presentation of draft.

The Implementation Arrangements and Reporting Requirements are as follows:

	Output	Suggested Target date
1	Inception report on proposed evaluation methodology, work plan and proposed structure of the report	7 November 2021
2	A draft preliminary evaluation report and presentation, to be presented at a debriefing meeting with the IEC and partners	30 November 2021
3	Final evaluation report	15 December 2021
TOTAL:		

6. Duration of work:

The contract shall commence on 31 October and shall expire on 15 December 2021.

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The contract is involving three phases. Phase One: Desk review and inception report; Phase Two: Data-collection mission; Phase Three: Evaluation report writing.

The following is the suggested timeframe for the evaluation process whose date are to be tentatively filled out by the national consultant and submitted in his/her proposal.

Special Note: *The National Evaluation Consultant is expected to work in team with and will be supervised by an international consultant to assist in the evaluation process and deliver the required tasks.*

Given the ongoing COVID-19 pandemic and the resultant restrictions, the international consultant may not be able to travel to Iran to undertake the in-person missions / consultations and data gathering / activities; hence, these are to be carried out remotely using electronic conferencing means. Alternatively, some or all of the above-mentioned in person activities may be undertaken by the national consultant in consultation with the evaluation team leader.



Suggested working day allocation and schedule for evaluation

ACTIVITY	ESTIMATED # OF DAYS	DATE OF COMPLETION	PLACE	RESPONSIBLE PARTY
Phase One: Desk review and inception report				
Meet/discuss with UNDP	0.5 day	[indicate a proposed date DD/MM/YYYY]	UNDP or remote	Evaluation team & UNDP
Sharing of the relevant documentation with the evaluation team	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation manager
Desk review, Evaluation design, methodology, the specific timing for evaluation activities and deliverables and propose specific site visits and stakeholders to be interviewed and prepare the inception report	10 days	[indicate a proposed date DD/MM/YYYY]	Home- based	Evaluation Team
Submission of the inception report, 15 pages maximum (see the template in the annex section)	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Comments and on approval of inception report	7 days	[indicate a proposed date DD/MM/YYYY]	Via email	UNDP
Revise the inception report	2 days	[indicate a proposed date DD/MM/YYYY]	Home- based	Evaluation team
Submit the final inception report	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Approve the inception report	3 days	[indicate a proposed date DD/MM/YYYY]	Via email	UNDP
Phase Two: Data-collection mission				
Update on the detailed work plan including field mission and agree upon with UNDP	0.5 days	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Kick-off meeting with UNDP, Government and development partners.	0.5 day	[indicate a proposed date DD/MM/YYYY]		

Conduct data collection including field visits, in-depth interviews, focus group and etc.	15 days	[indicate a proposed date DD/MM/YYYY]	In country (subject to COVID pandemic restrictions)	
Debriefing to UNDP and key stakeholders	0.5 day	[indicate a proposed date DD/MM/YYYY]	In country (subject to COVID pandemic restrictions)	Evaluation team
Phase Three: Evaluation report writing				
Preparation of draft evaluation report (see the template in the annexsection)	7 days	[indicate a proposed date DD/MM/YYYY]	Home- based	Evaluation team
Draft report submission	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
UNDP comments to the draft report	10 days	[indicate a proposed date DD/MM/YYYY]	UNDP	Evaluation manager
Update report taking into account UNDP comments	2 days	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Submit the updated draft to UNDP for sharing to other stakeholders	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Consolidated stakeholder comments to the draft report	2 days	[indicate a proposed date DD/MM/YYYY]	UNDP	Evaluation manager
Submit the final report to UNDP	-	[indicate a proposed date DD/MM/YYYY]	Via email	Evaluation team
Estimated total days for the evaluation	--			
working day of evaluation team	40			



7. Qualifications of the Successful Individual Contractor

Competencies:

The candidate should be able to:

- Ability to work under pressure against strict deadlines
- Ability to think out of the box
- Ability to present complex issues persuasively and simply
- Ability to contextualize global trends in accordance with dynamics of the operating working environment
- Strong communication and interpersonal and analytical skills
- Excellent writing skills and proven ability to produce quality and analytical reports within the shortest period of time

Qualifications and Professional Experience

- Bachelors degree and/or professional background in institutional/governance aspects of natural resource management, agriculture, water and environment;
- Minimum 5 years of relevant professional experience, with substantial experience with result-based management evaluation methodologies as added value;
- Preferably 2 years of experience in international development cooperation/ (Project evaluation/review experiences within United Nations system will be considered an asset.)
- Fluency in Farsi and English, both written and spoken;
- Competent in usage of MS Office programmes (MS Word, Excel, Power point);

Criteria for Selection of the Best Offer

Evaluation consultant will be evaluated based on the merit of the proposed approach, including following:

- 20%. Qualifications and experience
- 15%. Technical approach as illustrated in the description of the proposed methodology.
- 15%. Evidence of experience of the consultant in conducting evaluations as detailed in the CV
- 30% Financial proposal
- 20% Interview

Note: the incumbent will be reference checked. To this end, applicants are required to provide a list of all related consultancies/ evaluations conducted during the past three years with associated contact details of references.

8. Evaluation ethics

This evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation' which are available here: <http://www.unevaluation.org/document/detail/102>. The consultants must safeguard the rights



and confidentiality of information providers, interviewees and stakeholders through measures to ensure compliance with legal and other relevant codes governing collection of data and reporting on data. The consultants must also ensure security of collected information before and after the evaluation and protocols to ensure anonymity and confidentiality of sources of information where that is expected. The information knowledge and data gathered in the evaluation process must also be solely used for the evaluation and not for other uses without the express authorization of UNDP and partners.

9. Conflict of Interest

Conflict of interest due to past engagement

UNDP commissioning units may not assign consultants to the evaluation of UNDAFs, country programmes, outcomes, sectors and thematic areas in which they have had prior involvement whether in design, implementation, decision-making or financing. Following this principle, UNDP staff members —including advisers based in regional centres and headquarters units, civil servants or employees of NGOs that may be or have been directly or indirectly related to the programme or project — should not take part in the evaluation team. More broadly, UNDP programme units should consider whether conducting multiple assignments could create a conflict of interest. Many consultants and evaluators undertake numerous assignments for UNDP and its partners during the course of their professional careers. This can include a mixture of evaluation and advisory roles with multiple agencies at different levels. Programme units should make a judgement as to whether a consultant with a high reliance on work with UNDP may preclude them from producing an impartial evaluation. The ERC gives a history of evaluations undertaken by an evaluator in recent years.

Conflict of interest to due potential future involvement

Programme units must ensure that the evaluators will not be rendering any service (related or unrelated to the subject of the evaluation) to the programme unit of the project or outcome being evaluated in the immediate future. Evaluators should not subsequently be engaged in the implementation of a programme or project that was the subject of their evaluation. Equally, evaluators should not be engaged as designers of next phases of projects that they have evaluated.

Evaluator's obligation to reveal any potential conflicts of interest

Evaluators must inform UNDP and stakeholders of any potential or actual conflict of interest. The evaluation report should address any potential or actual conflict of interest and indicate measures put in place to mitigate its negative consequences. If a conflict of interest is uncovered or arises during the evaluation, the organization should determine whether the evaluator should be dismissed and/or the evaluation terminated.

10. Location:

Tehran, Iran; with travel to West Azerbaijan Province and East Azerbaijan Province during the evaluation period.



Province	Stakeholder	Focal Point	Duration (days)
West Azerbaijan Province	General Directorate of Environment	General Director and relevant experts	4
	Agriculture Organization of Province	Head of the Organization and relevant experts	
	Pioneer farmers	TBD	
	Related NGOs	TBD	
	The implementing partners (local companies)	TBD	
	Universities and research centres	TBD	
	Water and Wastewater Organization of Province	Relevant experts	
East Azerbaijan Province	General Directorate of Environment	General Director and relevant experts	4
	Agriculture Organization of Province	Head of the Organization and relevant experts	
	Pioneer farmers	TBD	
	Related NGOs	TBD	
	The implementing partners (local companies)	TBD	
	Universities and research centres	TBD	
	Water and Wastewater Organization of Province	Relevant experts	



11. Supervision and Verification:

The tasks will be performed under overall supervision of UNDP Programme Analyst.

12. Payment Term:

In full consideration for the services performed by the contractor under the terms of this contract the UNDP shall pay the contractor the total agreed and contracted amount of EUR 5,200 as per below instalments, after completion of the work and finalization and approval of the evaluation report, and against submission of signed invoice and Certificate of Payment (COP) form.

No.	Output/Deliverables	Due Date	Amount (EUR)
1	Inception report on proposed evaluation methodology, work plan and proposed structure of the report	7 November 2021	1,800
2	A draft preliminary evaluation report and presentation, to be presented at a debriefing meeting with the IEC and partners	30 November 2021	1,800
3	Final evaluation report	15 December 2021	1,200
4	Travel		397.52
5	Miscellaneous Cost		2.48

- Consultant shall not do any work, provide any equipment, materials and supplies or perform any other services which may result in any cost in excess of the contract's amount.
- The offer shall be submitted in EUR and the contract is also issued in EUR. However, for those consultants who are residing in Iran, the payment can be only made in Iranian Rial. Therefore, the request for payment/invoice shall be submitted in Iranian Rial using the UN official exchange rate of the day of request.
- The risks in fluctuations due to changes in the official exchange rate rests solely with the contractor -i.e. risks associated with currency appreciation or depreciation are expected to be factored in by the contractor when submitting an offer. For using UN Official Exchange Rate, please refer to <https://treasury.un.org/operationalrates/default.php>.
- Communication costs, costs of typing and preparing the soft and hard copies of documents and any other relevant costs regarding this activity.
- The travel costs to join duty station and repatriation, if applicable, shall be included in the financial proposal.
- Upon receiving and verification of deliverables, payments will be transferred by UNDP to the account number of the consultant introduced through an official letter.
- Payments will be made according to UNDP regulations as explained in the contract documents.
- Payments will be made to the consultant against invoices submitted by the consultant.



- If the contractor is required to travel inside the country, such arrangement shall be fully coordinated in advance with UNDP. The cost of such travels will be covered by UNDP, i.e., the travel cost is excluded from the total consultancy fee. The travel arrangements should be in line with UNDP rules and regulations.
- The terminal fee, living allowance and all other costs will be reimbursed after completion of each mission and against submission of original invoices, boarding passes as well as ticket and completed and signed travel claim form (F10) and based on the actual rate of living allowance on travel dates.
- In case of unforeseen travel, the travel costs including tickets, accommodation and living allowances should be agreed upon, between UNDP and Individual Contractor, prior to travel and will be reimbursed by UNDP according to UNDP's rules and regulations. UNDP should not accept travel costs exceeding those of an economy class ticket. Should the contractor wish to travel on a higher class he/she should do so using their own resources.

13. Travel Requirements:

When travel is required under the contract, the individual contractor shall:

- Obtain the required Security Clearance from UNDP office (the details of travel including date of departure and arrival, accommodation and purpose of travel shall be submitted to UNDP office 2 working days before date of travel);
- Undertake the training courses on BSAFE and provide UNDP with the certificate. The link to access the course is <https://training.dss.un.org/course/category/6>
- Undertake a full medical examination including x-rays and obtain medical clearance from an UN- approved physician. This is only applicable for the Consultant on the age of 65 years or more.
- All ICs who will be hired during the COVID-19 Pandemic period are required to submit "Statement of Good Health" based on the WHO information on the impact of COVID-19 on individuals with underlining conditions before their travel.
- The Contractors shall consult with the delegated authorities on the bases on Travel requirements before date of departure and arrival, and inform UNDP accordingly.

14. TOR annexes:

- A. Key stakeholders and partners
- B. Evaluation matrix
- C. Schedule of tasks, milestone and deliverables
- D. Inception report template
- E. Required format for the evaluation report
- F. Evaluation recommendations
- G. Evaluation quality assessment
- H. Code of conduct

Annex A. Key stakeholders and partners



- Department of Environment
- The Tehran Embassy of Japan (as the representative of the Government of Japan)
- The UNDP Tehran Office
- Ministry of Agriculture Jahad
- Ministry of Energy
- Forests, Range, and Watershed Organization
- Ministry of Cultural Heritage, Handicrafts, and Tourism
- Ministry of Health and Medical Education
- Ministry of Industry, Mine and Trade
- Ministry of Interior
- Ministry of Foreign Affairs
- Ministry of Cooperatives, Labour and Social Welfare
- Universities and research centres
- The pioneer farmers
- The implementing partners (local companies)
- The related NGOs

Annex B: Evaluation matrix (suggested as a deliverable to be included in the inception report)

The evaluation matrix is a tool that evaluators create as map and reference in planning and conducting an evaluation. It also serves as a useful tool for summarizing and visually presenting the evaluation design and methodology for discussions with stakeholders. It details evaluation questions that the evaluation will answer, data sources, data collection, analysis tools or methods appropriate for each data source, and the standard or measure by which each question will be evaluated.

TABLE 1. SAMPLE EVALUATION MATRIX

Relevant Evaluation Criteria	Key Questions	Specific Sub-Questions	Data Sources	Data Collection Methods/Tools	Indicators/Success Standards	Methods for Data Analysis

Annex C: Schedule of tasks, milestones and deliverables.

Based on the time frame specified in the TOR, the evaluators present the detailed schedule.

Annex D: Inception report template

Follow the link: [Inception report content outline](#)

Annex E: Required format for the evaluation report.

The final report must include, but not necessarily be limited to, the elements outlined in the quality criteria for evaluation reports. Follow the link: [Evaluation report template and quality standards](#)



Annex F: Evaluation Recommendations.

Follow the link: [Evaluation Management Response Template](#)

Annex G: Evaluation Quality Assessment

Evaluations commissioned by UNDP country offices are subject to a quality assessment, including this evaluation. Final evaluation reports will be uploaded to the Evaluation Resource Centre (ERC site) after the evaluations complete. IEO will later undertake the quality assessment and assign a rating. IEO will notify the assessment results to country offices and makes the results publicized in the ERC site. UNDP Lao PDR aims to ensure evaluation quality. To do so, the consultant should put in place the quality control of deliverables. Also, consultants should familiarize themselves with rating criteria and assessment questions outlined in the Section six of [UNDP Evaluation Guidelines](#)

Annex H: Code of conduct.

UNDP requests each member of the evaluation team to read carefully, understand and sign the ‘Code of Conduct for Evaluators in the United Nations system’, which may be made available as an attachment to the evaluation report. Follow this link:

<http://www.unevaluation.org/document/detail/100>



Annex II
GENERAL CONDITIONS OF CONTRACTS
FOR THE SERVICE OF INDIVIDUAL CONTRACTORS

1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The Individual contractor must comply with all security directives issued by UNDP.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the



Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any



termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any



abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in



which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

13. TERMINATION: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

14. NON-EXCLUSIVITY: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the



Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition,



unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

18. LIMITATION ON ACTIONS: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

19. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.