



## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 9/04/2013

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<b>Country:</b>	Tajikistan
<b>Description of Assignment:</b>	International Evaluation Expert
<b>Project name:</b>	UNDP Communities Programme
<b>Period of assignment/services:</b>	Part time over 2 months (40 working days on a non-consecutive basis), from May 1, 2013 to July 1, 2013
<b>Type:</b>	International Post
<b>Deadline for application:</b>	16 April, 2013

**Instruction for submission of applications:** Please fill out the Application form for IC positions posted on [www.undp.tj](http://www.undp.tj) by following the job vacancies link from this webpage. Please note that no other type of application form will be considered for such positions, other than the one found at the link specified above.

The applicant's financial proposal should be submitted by email to [ic.tj@undp.org](mailto:ic.tj@undp.org) no later than **16 April, 2013**. Any request for clarification must be sent by standard electronic communication, indicating Post Title in the subject line, to [ic.tj@undp.org](mailto:ic.tj@undp.org). UNDP Tajikistan will respond by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

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### 1. PROGRAMME CONTEXT

The Rural Growth Programme (RGP) in Sughd Oblast Tajikistan was a three year initiative, which ran from January 2010 – December 2012. It was a multi-sectoral programme based on partnerships between UNDP, DFID, GIZ, IOM and the Agha Khan Foundation. It was co-funded by the UK Department of International Development (DFID), the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and the United Nations Development Programme (UNDP), with DFID being the main funding organization, and UNDP and GIZ being the main implementing partners. The overall aim of the programme was to foster an environment for rural economic development in Sughd Oblast. The programme consisted of 6 outputs, of which the first was the inception phase. The remaining five outputs were as follows:

- Output 2: Improving capacities of local governance actors (particularly at rayon and jamoat levels) for local development planning with an emphasis on rural economic growth, including the implementation and monitoring of local development plans in line with NDS and PRS;
- Output 3: Facilitating access for producers/farmers and MSMEs to appropriate, professional, and sustainable business and technical advisory/extension services;
- Output 4: Supporting organized member focused business associations and their apex institutions in developing adequate and responsive services and advocacy support for its members;

- Output 5: Strengthening local vocational training institutions to meet local, regional and international market demands for better qualified labor and safe migration;
- Output 6: Facilitating access for producers/farmers, poor, women, and MSMEs to a variety of financial products and services available from Micro Finance Institutions (MFIs).

UNDP was responsible for coordinating overall delivery of the programme, and for implementing Output 2, while GIZ was primarily responsible for implementing Outputs 3-6 (with the involvement of UNDP). Outputs 3-6 were completed in December 2012, but work on Output 2 has been extended until June 2013. Output 2 has been implemented in 14 rural districts (Isfara, Kanibadam, B.Gafurov, Asht, Mastchoh, J.Rasulov, Spitamen, Shahristan, Gonchi, Istaravshan, Zafarabad, K.Mastchoh, Ayni, Panjakent) and 65 jamoats of Sughd Region. As work on this Output is now reaching its final phases, it is proposed to undertake a final review of all the work carried out under Output 2 over the last 3.5 years.

UNDP coordinated overall delivery of the RGP, and delivered Output 2 through its Communities Programme (CP), an umbrella programme with area offices in Sughd and other regions, which has been working at the sub-national level since 1996. Indeed, the design of Output 2 drew on past projects and lessons learned from the CP activities in Sughd and other regions of the country.

While Outputs 3-6 were concerned with direct support to business development in rural areas, Output 2 was focused on interventions, which worked with local partners to improve the enabling environment for business and economic development; or more broadly on building the institutional and social capital for achieving local development. The three main sets of activities implemented under Output 2 were:

- (i) support to participatory planning at the regional, district and jamoat level and formulation of development plans for these three levels. This involved the elaboration and implementation of a new planning methodology, with enhanced focus on targets and activities to achieve economic development at the oblast, district and Jamoat levels. Furthermore, UNDP partnered with the Mountain Society Development Support (MSDSP) programme of Aga Khan Foundation to introduce village development planning processes, through working with local community organizations (mahallas).
- (ii) support to implementing selected priorities outlined in the district and jamoat development plans, by creating a Trust Fund mechanism, which was jointly managed with the regional and district authorities to fund projects, selected through use of specific criteria to ensure that they were relevant to, and could contribute to local economic development; and
- (iii) support to enhancing institutional capacity at the local (regional, district levels) for creation of a more favourable business environment, through the piloting and introduction of elements of e-governance, introducing and promoting sustainable platforms for public-private dialogue, and capacity building activities for public authorities to improve their understanding of the possible tools and mechanisms at their disposal for promoting local economic development.

## **II. POST PROFILE, KEY TASKS AND RESPONSIBILITIES:**

### **EVALUATION PURPOSE**

The evaluation is being conducted at the request of the UNDP and also of the main donor (DFID) in order to collect and analyze evidence on the relevance, implementation efficiency, impact and sustainability of activities undertaken under Output 2 of the RGP. Lessons learned, both positive and negative, will be formulated in order to inform future activities and project design, especially for programmes delivered under the UNDP CP. The evaluation will *inter alia* highlight possibilities for replication and scaling-up, and also lessons for adjusting similar activities being conducted under different projects related to achieving improved governance and institutional capital to promote local development. The lessons learned will also be used to inform the work of other donors carrying out related projects, such as GREAT (funded by DFID, implemented by GIZ, with the potential involvement of UNDP on activities similar to and building on those undertaken under Output 2 of the RGP). The results of this evaluation will be shared with the Project partners but also circulated more broadly among UNDP practices and the donor community in Tajikistan.

### **EVALUATION SCOPE AND OBJECTIVES**

The evaluation will cover all activities carried out by the UNDP's CP in Sughd Oblast under Output 2, for the period January 2010 – May/ June 2013. It will assess progress in implementation against the targets set for Output 2, the efficiency with which outputs have been/ are being achieved, and their relevance to the overall aim of promoting local and rural development in Sughd Oblast, with special emphasis on evaluating the relevance, sustainability and impact of new approaches piloted under this Output, and their contribution to achieving the overall objective of the RGP. Particular emphasis will also be placed on evaluating the extent to which links were achieved with national development strategies, as well as synergies with the development priorities identified and pursued by the Tajikistan Development Coordination Council (DCC).

Overall, the evaluation will be guided by the commonly UNDP applied evaluation criteria of relevance/ appropriateness; effectiveness; efficiency; sustainability and impact.

**Relevance:** concerns the consistency of activities and targets with national and local development programmes and national development challenges, and the needs of intended beneficiaries. It also relates to the relevance to UNDP's corporate and human development priorities, as well as the UNDAF<sup>1</sup> and UNDP country programme.

**Effectiveness:** refers to the manner in which the intended output targets were achieved. Measuring effectiveness will involve - to the extent possible - an assessment of cause and effect, and judging the extent to which observable changes be attributed to project activities.

**Efficiency:** refers to how economically resources (funds, expertise and time) were used to achieve results.

**Sustainability:** refers to the extent to which the benefits of the activities will continue after the project has ended. Assessing sustainability involves evaluating to what extent capacity can be maintained.

**Impact:** from UNDP's perspective, this measures, to the extent possible, the changes in human development that are caused by the projects activities. However, impact evaluation usually faces a number of challenges, mainly because is very difficult to attribute impacts to certain activities, especially when a limited period of time has passed since implementation.

The evaluation should also be guided by the principles of human rights, gender equality, and the extent to which the implementation of Output 2 has respected considerations of environmental sustainability. When collecting data during site visits etc., evaluators should ensure that women and disadvantaged groups are adequately represented.

## EVALUATION METHODOLOGY AND QUESTIONS

The evaluation team will be composed of one International (Team leader) and one National Expert.

Appendix 1 contains guidelines for the questions to be addressed in reference to each of the evaluation criteria mentioned above. They include some questions, which are specific to the task of evaluation the RGP. In their inception report, the evaluator(s) should finalize, in coordination with UNDP Tajikistan, both the evaluation methodology, the formulation of the set of questions which they will use, and the interviews which they will conduct.

Before the site visits the evaluation team should prepare and submit the inception report with the initial findings based on a desk review. Apart from reviewing the performance indicators used in the logframe for Output 2, the evaluator(s) will review all related project documentation as well as background information on Communities Programme, Sughd Oblast, and national development strategies. The following is a non-exhaustive list of the documents to be covered during the desk review, and which can be obtained on request from the CP team in Dushanbe:

- RGP Project Document
- RGP Inception Report and technical annexes
- RGP Annual Progress Reports (2011, 2012)

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<sup>1</sup> [www.untj.org](http://www.untj.org); [www.undp.tj](http://www.undp.tj)

- DFID Mid-Term Review and Final Evaluation
- CP Mid-term Review Report
- Minutes of the RGP Steering Committee meetings
- Knowledge products produced by the project, including success stories

After completion of the inception report, the evaluation will consist of on-site observations, interviews with beneficiaries and stakeholders in Sughd oblast and in Dushanbe. These will be conducted during a mission of max 20 days. At minimum, individual or group interviews should be conducted with representatives from the following stakeholders:

- UNDP CO management
- CP Staff
- National level Partners (Ministry of Economic Development and Trade, Statistics Agency, State Investment Committee, Institute for Civil Service Training)
- Donor partners (DFID, GIZ, IOM, Agha-Khan)
- Sughd Oblast executive body of state power
- Members of the RGP working group in Sughd Oblast
- District level executive body of state power (selection from the 14 where DDPs have been developed)
- Jamoat level authorities (where Jamoat Development Plans have been developed and the Trust Fund has operated)
- Partners from civil society and the private sector
- Communities where interventions to promote economic development have been implemented under the Trust Fund

At the end of the field trip/ on-site observations, the evaluators will provide initial feedback to UNDP including and DFID staff in Tajikistan, and if logistically possible to the project partners. Comments from these consultations will be taken into account when drafting the final evaluation report.

Since a wide range of stakeholders will be interested in the outcome of the review, the evaluators are requested to document case studies of particular interest in the final report, which can be presented as stand-alone examples of lessons learnt, both of positive and negative experience.

## **EVALUATION PRODUCTS (DELIVERABLES)**

The International Expert will produce the following products:

- Inception report, to be completed before embarking on field trip/ site visits.
- a brief summary of main findings on completion of field trip (to be presented to stakeholders in Dushanbe/ Sughd)
- A final evaluation report including outcome, output impact analysis and Trust Fund implementation impact analysis
- a stand-alone document summarising lessons learned, to be finalized in collaboration with the UNDP CP team

While the evaluator is free to choose their own method of reporting, the final Evaluation Report should be no more than 40 pages Font Arial, Size 12, and contain at least the following:

- Title Page
- List of acronyms and abbreviations
- Table of contents, including list of annexes
- Executive Summary
- Introduction: background and context of the program
- Description of the program – its logic theory, results framework and external factors likely to affect success
- Purpose of the evaluation
- Key questions and scope of the evaluation with information on limitations and de-limitations

- Approach and methodology
- Findings
- Summary and explanation of findings and interpretations
- Conclusions
- Recommendations (including additional recommendations for future project interventions)
- Lessons learned, case studies

In addition, the final report should contain the following annexes:

- Terms of Reference for the evaluation
- List of meetings attended
- List of persons interviewed
- List of documents reviewed
- Any other relevant material

## **APPLICATION PROCEDURE AND IMPLEMENTATION ARRANGEMENTS**

It is expected that International Expert will work for a total of 40 working days (including 20 days home work), of which a maximum of 10 days will be spent for field visits to Sughd Oblast, Tajikistan and 10 days for consultations and meetings in Dushanbe. The evaluation exercise is expected to be completed within an overall period of two months, and will commence on or around 1 May, and be completed by 1 July 2013.

The schedule of meeting with partners in national and local level (Sughd oblast) will be further elaborated in collaboration with UNDP's CP team.

Payment: The applicant should include his/her financial offer in the written application. The financial offer should be a lump-sum which includes estimated expenditure for transport and accommodation during the field visits. The lump sum will be paid in three installments, with the first being made after signing of the contract, the second after submission and approval of inception report, and the third on satisfactory completion of the Final Report.

## **V. MINIMUM REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

The International Team Leader will be responsible for overall leading the evaluation process, putting together the final report and submitting it to UNDP and should meet following requirements:

### **a. *Academic Qualifications:***

- At least a Masters post-graduate degree in social sciences, in a field relevant to Rural Development, Agro-economics, Business Administration, Economics, or International Development- ( **10 points**)

### **b. *Years of experience:***

- Over 10 years of extensive experience of undertaking donor evaluations and reviews (essential); experience of DFID funded projects is an advantage; - ( **25 points**)
- More than 10 years of technical background in local development issues, pro-poor economic development, agriculture-led growth, private sector in development; - ( **15 points**)
- Ability to make recommendations focused on results and impact, with a strong understanding of value for money concepts (essential)
- Knowledge of CIS, preferably Central Asia region (desirable) ( **10 points**)
- Effective communicator and report writer (essential)

### **d. *Language Skills***

- Excellent command of spoken and written English. Knowledge of Russian language is desirable; - ( **10 points**)

## **VI. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.**

Interested individual consultants must submit the following documents/information to demonstrate their Qualifications:

- **Proposal:**
  - Explaining why they are the most suitable for the work
  - Provide a brief methodology on how they will approach and conduct the work
- **Financial proposal**
- **Personal CV** including past experience in similar projects and at least 3 references

## **VII. FINANCIAL PROPOSAL**

The financial proposal shall specify a total lump sum amount with the breakdown of:

- 1) daily consultancy fee
- 2) travel\*
- 3) accommodation and other expenses (living allowances)\*

*\* Regardless of purpose of travel, the prevailing price for an economy class tickets serving the most direct routes to be travelled shall apply for all ICs. In general, UNDP should not accept travel costs exceeding those of a full-fare economy class ticket. Individual Contractors wishing to upgrade their travel to business or first class shall do so at their own expense.*

*\* ICs may allocate living allowances for them when an assignment requires travel, and include such allowances in their financial proposals. Such living allowances may be lower or equal to UN DSA rates, but under no circumstance should they be higher than UN DSA rates. (UN DSA rate for Dushanbe - 190 USD, for Regional Centers – 75 USD and elsewhere - 49 USD)*

## **VIII. TRAVEL**

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP shall not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources. In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses shall be agreed upon, between UNDP Tajikistan and the contracted Individual Consultant, prior to travel and will be reimbursed.

## **IX. EVALUATION**

Individual consultants will be evaluated based on the cumulative analysis methodology. The award of the Contract shall be made to the individual consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
  - b) Having received the highest score out of the below set weighted technical and financial criteria.
- \* Technical Criteria weight – 70%;  
\* Financial Criteria weight – 30%.

**Only candidates obtaining a minimum of 49 points for the technical criteria will be considered for the Financial Evaluation.**

## **ANNEX**

### **ANNEX 1 – TERMS OF REFERENCES (TOR)**

### **ANNEX 2 – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

## TERMS OF REFERENCES (TOR)

### Evaluation of Output 2, Rural Growth Programme (RGP)

<b>Country:</b>	Tajikistan
<b>Description of Assignment:</b>	International Evaluation Expert
<b>Project name:</b>	UNDP Communities Programme
<b>Period of assignment/services:</b>	Part time over 2 months (40 working days on a non-consecutive basis), from May 1, 2013 to July 1, 2013
<b>Type:</b>	International Post
<b>Deadline for application:</b>	16 April, 2013

## 1. BACKGROUND AND CONTEXT

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sub-national level since 1996. Indeed, the design of Output 2 drew on past projects and lessons learned from the CP activities in Sughd and other regions of the country.

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- (iv) support to participatory planning at the regional, district and jamoat level and formulation of development plans for these three levels. This involved the elaboration and implementation of a new planning methodology, with enhanced focus on targets and activities to achieve economic development at the oblast, district and Jamoat levels. Furthermore, UNDP partnered with the Mountain Society Development Support (MSDSP) programme of Aga Khan Foundation to introduce village development planning processes, through working with local community organizations (mahallas).
- (v) support to implementing selected priorities outlined in the district and jamoat development plans, by creating a Trust Fund mechanism, which was jointly managed with the regional and district authorities to fund projects, selected through use of specific criteria to ensure that they were relevant to, and could contribute to local economic development; and
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## 2. EVALUATION PURPOSE

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Overall, the evaluation will be guided by the commonly applied evaluation criteria of relevance/ appropriateness; effectiveness; efficiency; sustainability and impact.

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the relevance to UNDP's corporate and human development priorities, as well as the UNDAF<sup>2</sup> and UNDP country programme.

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#### 4. EVALUATION METHODOLOGY AND QUESTIONS

The evaluation team will be composed of one international (Team leader) and one National expert.

Appendix 1 contains guidelines for the questions to be addressed in reference to each of the evaluation criteria mentioned above. They include some questions, which are specific to the task of evaluation the RGP. In their inception report, the evaluator(s) should finalize, in coordination with UNDP Tajikistan, both the evaluation methodology, the formulation of the set of questions which they will use, and the interviews which they will conduct.

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- Sughd Oblast executive body of state power
- Members of the RGP working group in Sughd Oblast
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Since a wide range of stakeholders will be interested in the outcome of the review, the evaluators are requested to document case studies of particular interest in the final report, which can be presented as stand-alone examples of lessons learnt, both of positive and negative experience.

## **5. EVALUATION PRODUCTS (DELIVERABLES)**

The International Expert will produce the following products:

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- a brief summary of main findings on completion of field trip (to be presented to stakeholders in Dushanbe/ Sughd)
- A final evaluation report including outcome, output impact analysis and Trust Fund implementation impact analysis
- a stand-alone document summarizing lessons learned, to be finalized in collaboration with the UNDP CP team

While the evaluator is free to choose their own method of reporting, the final Evaluation Report should be no more than 40 pages Font Arial, Size 12, and contain at least the following:

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- Purpose of the evaluation
- Key questions and scope of the evaluation with information on limitations and de-limitations
- Approach and methodology
- Findings
- Summary and explanation of findings and interpretations
- Conclusions
- Recommendations (including additional recommendations for future project interventions)
- Lessons learned, case studies

In addition, the final report should contain the following annexes:

- Terms of Reference for the evaluation
- List of meetings attended
- List of persons interviewed
- List of documents reviewed
- Any other relevant material

## **6. APPLICATION PROCEDURE AND IMPLEMENTATION ARRANGEMENTS**

It is expected that International Expert will work for a total of 40 working days (including 20 days home work), of which a maximum of 10 days will be spent for field visits to Sughd Oblast, Tajikistan and 10 days for consultations and meetings in Dushanbe. The evaluation exercise is expected to be completed within an overall period of two months, and will commence on or around 1 May, and be completed by 1 July 2013.

The schedule of meeting with partners in national and local level (Sughd oblast) will be further elaborated in collaboration with UNDP's CP team.

Payment: The applicant should include his/her financial offer in the written application. The financial offer should be a lump-sum which includes estimated expenditure for transport and accommodation during the field visits. The lump sum will be paid in three installments, with the first being made after signing of the contract, the second after submission and approval of inception report, and the third on satisfactory completion of the Final Report.

Applicant should include their financial offer in their written application

## **7. SKILLS AND QUALIFICATIONS**

The International Team Leader will be responsible for leading the evaluation process, putting together the final report and submitting it to UNDP and should meet following requirements:

- At least a Masters post-graduate degree in social sciences, in a field relevant to Rural Development, Agro-economics, Business Administration, Economics, or International Development;
- Over 10 years of extensive experience of undertaking donor evaluations and reviews (essential); experience of DFID funded projects is an advantage;
- More than 10 years of technical background in local development issues, pro-poor economic development, agriculture-led growth, private sector in development;
- Ability to make recommendations focused on results and impact, with a strong understanding of value for money concepts (essential)
- Knowledge of CIS, preferably Central Asia region (desirable)
- Effective communicator and report writer (essential)
- Excellent command of spoken and written English. Knowledge of Russian language is desirable

## **8. LOGISTICS**

The logistics support to the team will be arranged by UNDP/CP Dushanbe via Khujand and Ayni Area Offices.

Field work should be for at least 10 days, and should include visits to Zerafshan and other parts of Sughd Region.

## INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

### GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES 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 its 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 its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract 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 its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it 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 its 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. Failure to comply with such security directives is grounds for termination of the Contract for cause.

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 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 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 shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, 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 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 its 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 its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence 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 work 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 employees, officials, representatives 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 as 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.

**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 care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work 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 of Good Health 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 the 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 dependants, 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, licences 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 an Contract by UNDP thereto, unless any such undertakings, licences 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 its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its 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 its 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 its 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 may make 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

donor 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 its obligations and meet its 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 its 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.

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 its obligations and meet its 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 its 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.

*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; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its 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 work 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 resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from 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 at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**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. **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.

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