

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE
Q-IC-078/12 – Kurdistan Regional Government (KRG)
Commission of Integrity (CoI) Advisor

Date: 28 August 2012

Description of the assignment: Consultative Services for UNDP Iraq for the post of Kurdistan Regional Government (KRG) Commission of Integrity (CoI) Advisor

Type of Consultancy: National Post; Equivalent to NO-C.

Duty Station: Baghdad, Iraq.

Period of assignment/services: 94 Days (86 Working Days and 8 Travel Days) spread over a period of 4 Months.

Estimated Starting Date: Mid September 2012

Proposals should be submitted to the following e-mail address no later than **COB (Amman Time: +3 GMT) 7th September 2012:**

SSA.undp.iraq@undp.org . Please note the following:

- *It is a MUST to indicate the Procurement Notice Number in the e-mail subject line).*
- *Any request for clarification must be sent to the above e-mail address. The Procurement Unit will respond by e-mail, including an explanation of the query without identifying the source of inquiry, to identified consultants who have notified UNDP of their interest to participate. Kindly be informed that the UN P11 Form ("CV Form," ref: Annex 2) must be completed. It is not permissible to submit Curriculum Vitae in lieu of this form.*

1. Context:

The capacity of the Iraqi state to exert legitimate authority, and to rule by the law, is weakened by the cumulative effect of years of violence and general degradation of state institutions. Weak implementation of the rule of law and an uncertain security situation have also created a poor environment for the state to perform its other functions and for socioeconomic development, while making the consolidation of peace challenging.

The concept of a functioning civil society in Iraq is still a recent phenomenon. While the civil society sector has grown since 2003, it still faces serious structural issues. The organizational and ethical weaknesses found in many civil society organizations (CSOs) negatively affect their ability to best serve the people of Iraq and gain credibility and respect in order to take a real partnership role with the government. Many CSOs function in name only, and focus on personal gains rather than working for the benefit of their community (NDI, 2010). In some cases, corruption and lack of ethics has undermined the reputation of civil society amongst citizens, before Iraqis even had a chance to fully understand the role of civil society in the modern state.

In light of increasing public pressure for effective government service delivery, this intervention seeks to reach out to CSOs and non-governmental organizations (NGOs) to empower these organizations through the provision of additional skills training, enhancing innovative approaches and further consolidating community support in order to pursue more inclusive participation, ultimately improving the living standards of Iraqi citizens.

Iraqi authorities would benefit from better understanding and internalizing the role that civil society plays in a democratic state. Additionally, civil society must be equipped with legal stability and

technical means to efficiently fulfill its role. In general, civil society presently maintains limited linkages with the government, particularly at the policy and decision-making levels.

In the recent demonstrations in the first half of 2011 one of the requests from the people of Iraq was an end to corruption. On 24 March 2010 the Government of Iraq launched Iraq's Anti-Corruption Strategy, with support from UNDP and the United Nations Office on Drugs and Crime (UNODC) to help fight corruption in Iraq. The Transparency International Global Corruption Barometer of 2009 indicated that 49 percent of the surveyed Iraqis assessed the government's actions in the fight against corruption as ineffective, while 33 percent assessed the actions as effective and 18 percent as neither effective nor ineffective while Government Officials and civil servants were perceived as the most affected by corruption among other state sectors. (Transparency International, 2009 Global Corruption Barometer. Retrieved in August 2010 from http://www.transparency.org/policy_research/surveys_indices/gcb/2009)

In March 2008, the GoI became a signatory to the UN Convention against Corruption (UNCAC), satisfying one of the commitments made in the International Compact with Iraq (ICI). This followed the first international anti-corruption conference for Iraq that same month during which the GoI, together with the Commission of Integrity (CoI), the Board of Supreme Audit (BSA), the Inspectors General (IGs), the Joint Anti-Corruption Council (JACC), and the Parliamentary Committee on Integrity agreed to develop a comprehensive national anti-corruption strategy; to review and streamline the existing legal and institutional framework; to establish effective preventive measures such as codes of conduct, an asset declaration system, effective inspection and auditing standards; to promote ethical conduct, transparency and accountability throughout society; to ensure the enforcement of the law and design a public complaints and whistleblower protection system and to recover proceeds of corruption.

In 2011, the KRG Parliament approved a law for the establishment of the Kurdistan Commission of Integrity (K-COI) in KRG. Therefore, technical support is urgently required in providing expert assistance in the establishment of the K-CoI.

2. Background

UNDP is undertaking a series of complementary interventions within a programmatic framework that aims to tackle two fundamental challenges of the new Iraq, the trust of citizens in and towards its government, and the accountability of the government towards the Iraqi citizens and the country's resources. This question of trust versus accountability is central to the relationship between rights-holders and duty bearers and lies at the root of good governance throughout the world. Ultimately, focus must be on the universally accepted notions of accountable and transparent governance.

The four main programmatic pillars are defined within a human rights and accountable participatory governance framework addressing the rights-holder—duty-bearer relationship

The third pillar will focus on promoting transparent participatory governance through accountable governance mechanisms by ensuring that national and regional frameworks, institutions and processes are in place to promote integrity, transparency and accountability at all levels of government. This will involve support to the:

- on-going roll out of the Government of Iraq's National Anti-Corruption Strategy;
- demand competition, transparency and accountability in contracting;
- promote freedom of information, citizen monitoring and whistle blower protection mechanisms;

UNDP is seeking to employ a national Advisor to assist in the establishment of the KRG Commission of Integrity.

3. Objectives

In light of KRG Parliament approving a law to establish a Commission of Integrity specific for the KRG and to ensure the necessary basis is facilitated, technical assistance will be provided towards legislative, structural, operational and financial need assessment for the establishment of the K-CoI through advisory and expertise services.

4. Scope:

- A study of the K-CoI law.
- Analysis of K-CoI identifying gaps and further legislative requirements.
- K-CoI structural, operational, staffing levels and financial requirements.

5. Expected outputs:

- Provide analysis on KRG Law number (3) for 2011 on the establishment of the KRG Commission of Integrity.
- Conduct an assessment for the K-COI determining the Commission struture, bylaw, administrative, operational, financial and sustainable requirements.

6. Deliverables and outputs:

While UNDP will be responsible for the logistic costs of the participants. The Consultant Under the direct supervision of the requesting unit, is requested to produce for the following deliverables:

Deliverables	Output	Location	Target Date	Payment % (US\$)
1. Provide analysis on KRG Law 3 of 2011 pertaining to the establishment of K-CoI.	Legislative analysis of KRG Law 3 of 2011.	Iraq	September 2012	15%
2. Provide legislative based comparison including recommendations between CPA Order (55), Federal Law (30) of 2011 and KRG Law number (3) of 2011.	Comparison and recommendations completed on CPA Order (55), Federal Law (30) of 2011 and KRG Law number (3) of 2011.	Iraq	October 2012	15%
3. Hold a consultation to present and discuss with UNDP and the concerned parties form KRG the outputs of the legislative analysis and comparisons as indicated in deliverable 1 and 2 above.	Consultation conducted with feedback obtained	Iraq / Amman	October 2012	10%
4. Conduct an assessment for the K-COI determining the Commission organizational struture, bylaw, administrative, operational, financial and sustainable requirements	Draft results of the needs assessment of the k-CoI's organizational struture, bylaw, administrative, operational, financial is provided.	Iraq	November 2012	20%
5. Present and discuss the assessment results in deliverable 4 with KRG and UNDP	Feedback obtained and incorporated where required.	Iraq / Amman	November 2012	10%
6. Final assessment is provided to UNDP	k-CoI's vision, mission, responsibilities, organizational struture, staffing requirements, appointments, bylaw, administrative, operational, financial is established.	Iraq / Amman	December 2012	30%
TOTAL (94 Working Days)				100%

7. Time and Method of payment

Payment shall be provided upon satisfactory completion of the deliverables outlined in the table above. Payment requests submitted by the Consultant must be certified by the supervisor(s) specified below in **9. Reporting**.

8. Key Performance Indicators during implementation of Services

- Legislative analysis and comparison are used in recommendations of legislative amendments.
- K-CoI is established using the proposed organizational structure, bylaw, administrative, operational, and financial.

9. Reporting:

The Consultant shall report directly to Anti-Corruption Programme Manager / UNDP Iraq, Governance, Anti- Corruption Programme.

10. Travel Plan:

Travel to:	No. of Trips	No. of Days for Each Trip:	Total No. of Days
Iraq, Baghdad – Amman, Jordan – Iraq, Baghdad	2	7 (5 working days and 2 travel Days)	14
Iraq, Baghdad – Erbil, Iraq – Iraq, Baghdad	2	4 (including travel days)	8

Travel costs will be estimated by UNDP based on meetings, conferences, etc. at which the advisor's attendance will be required. It is possible that less travel is required than is estimated above, and therefore this travel (including all associated costs, per diems) is not to be included in the official cost calculation of this contract nor the Financial Proposal.

In all travel cases (including in the case of unforeseeable travel), payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and the advisor, prior to travel and will be reimbursed.

11. Qualifications and Requirements:

A. Education:

- Master in business Administration, Law, or Judge of Justice, or Bachelor in Business Administration, Political Science, Law, Public Sector Administration and 12 years experience in related fields.

B. Work Experience

- Prior experience in the area of integrity, transparency, accountability, fighting corruption, public sector modernization.
- Experience in working with high level counterparts and engaging with senior government officials.
- Previous work experience with UNDP and other UN agencies is considered as advantage.
- Excellent reporting and writing skills.

C. Language

- Fluency in Arabic, both written and spoken.

D. Competencies

- Ability to think conceptually and flexibly, capacity to adapt, innovate, and propose solutions to complex issues within a difficult and changing environment.
- Previous experience in Iraq is an important advantage
- An ability to work in potentially hazardous and difficult locations, with good health and physical ability;
- Ability to work well under pressure and stressful environment

12. Documents to be included when submitting the Proposal:

Interested individual consultants must submit the following documents/information to demonstrate their qualifications and interest.

A. Technical Proposal: (which will include the following):

- Signed **Template Confirmation of Interest and Submission of Financial Proposal –Annex 1 attached.**
- A **letter** explaining why he/she considers him/herself the most suitable candidate for the work.
- **Personal CV** including past experience in similar projects and **at least 3 references.**
- **UN P11 Form** (“CV Form”) – ***Annex 2 attached.*** UNDP-Iraq reserves the right to disqualify any submissions that have omitted this form.
- Samples of reports from previous work.
- A brief methodology on how he/she will approach and conduct the work.

B. Financial proposal:

The financial proposal will specify a total lump sum amount and payment terms around specific and measurable (qualitative and quantitative) deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TOR.

Financial Proposal Form, providing a breakdown of this lump sum amount (including travel, per diems) is to be provided by the offeror – ***Annex 3 attached***

Important note: the consultant is required to specify the daily fee in his proposal.

C. Travel:

All envisaged travel must be included in the financial proposal. This includes all travel to join duty station/ repatriation travel. In general, UNDP does 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 his or her own resources.

Furthermore, Individual Consultant who is at the duty station at the time of hire is ineligible for travel to join, and who remain at the duty station after contract completion is ineligible for repatriation travel

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

13. Selection Criteria:

The award of contract will be made to one individual consultant whose offer has been evaluated and determined as being:

- a) Responsive/compliant/acceptable, and
- b) Achieving the highest combined score (financial and technical).

Minimum requirements: ***(Please see Annex 4). This will be part of the technical proposal.***

1. Master in business Administration, Law, or Judge of Justice, or Bachelor in Business Administration, Political Science, Law, Public Sector Administration

2. 12 years' experience in related fields.
3. Willingness to obtain the required security courses as applicable through the website;
As per security requirement, consultant must pass the Security Awareness Induction Training (SAIT); in case if any travel is required to Iraq.
The Basic Security in the Field II and Advanced Security training (Online Training) should be completed before any travel take place.
Failing the (SAIT) training, it will be a cause to terminate the contract.
4. Willingness to undergo a medical exam. This applies only for consultant of 62 years of age and above where a full medical exam will be required from a UN certified doctor if selected for award of contract.
5. Ability and desire to work inside Iraq.
6. Acceptance of IC General Terms and Conditions.

Only candidates obtaining a minimum of 70 points will be considered for the Financial Evaluation.

Criteria		Max. Point 100	Weight
Technical	Criteria A: relevance and responsiveness of candidate’s past experience and Qualification based on submitted documents: - Master in business Administration, Law, or Judge of Justice, or Bachelor in Business Administration, Political Science, Law, Public Sector Administration 10 points. 12 years experience in related fields 10 points. - Prior experience working in the area of integrity, transparency, accountability, fighting corruption, public sector modernization.20 points. - Experience in working with high level counterparts and engaging with senior government officials.10 points. - Previous work experience with UNDP and other UN agencies is considered as advantage. 10 points. - Proven ability of thinking conceptually and flexibly, capacity to adapt, innovate, and propose solutions to complex issues within a difficult and changing environment through the provided methodology 10 points.	70 Points	70%
	Criteria B: relevance and responsiveness of candidate’s approach, methodologies, skills and knowledge based on submitted documents: - Previous experience in Iraq is an important advantage. 10 points. - Previous experience and proves to meet deadlines. 10 points. - Excellent reporting and writing skills. 10 points.	30 Points	
Financial	<u>Lowest Offer / Offer*100</u>		30%
Total Score = (Technical Score * 0.7 + Financial Score * 0.3)			

Weight Per Technical Competence	
5 (outstanding): 96% - 100%	The individual consultant/contractor has demonstrated an OUTSTANDING capacity for the analyzed competence.
4 (Very good): 86% - 95%	The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence.
3 (Good): 76% - 85%	The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence.
2 (Satisfactory): 70% - 75%	The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence.
1 (Weak): Below 70%	The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence.

Annexes:

Annex 1 – Template Confirmation of Interest and Submission of Financial Proposal.

Annex 2 – P11 (CV Form).

Annex 3 – Price Schedule Sheet.

Annex 4 – Minimum Requirements Checklist.

Annex 5 – Individual Consultant General Terms and Conditions.

Annex 3

PRICE SCHEDULE FOR Q-IC-078/12

The Consultant is asked to prepare the Price Schedule **as a separate document** from the rest of the offer.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.

The format below should be used in preparing the financial offer. **The financial offer must indicate the breakdown of the lump sum amount (including travel, per diems, etc..).**

Price Schedule: Request for Proposal for the Provision of Consultancy Services of UNDP Iraq - Kurdistan Regional Government (KRG) Commission of Integrity (CoI) Advisor				
Deliverable	Outputs	Location	Target Date	Lump Sum Price in USD
1. Provide analysis on KRG Law 3 of 2011 pertaining to the establishment of K-CoI.	Legislative analysis of KRG Law 3 of 2011.	Iraq	September 2012	USD 15%
2. Provide legislative based comparison including recommendations between CPA Order (55), Federal Law (30) of 2011 and KRG Law number (3) of 2011.	Comparison and recommendations completed on CPA Order (55), Federal Law (30) of 2011 and KRG Law number (3) of 2011.	Iraq	October 2012	USD 15%
3. Hold a consultation to present and discuss with UNDP and the concerned parties from KRG the outputs of the legislative analysis and comparisons as indicated in deliverable 1 and 2 above.	Consultation conducted with feedback obtained	Iraq / Amman	October 2012	USD 10%
4. Conduct an assessment for the K-COI determining the Commission organizational structure, bylaw, administrative, operational, financial and	Draft results of the needs assessment of the k-CoI's organizational structure, bylaw, administrative, operational, financial	Iraq	November 2012	USD 20%

sustainable requirements	is provided.			
5. Present and discuss the assessment results in deliverable 4 with KRG and UNDP	Feedback obtained and incorporated where required.	Iraq / Amman	November 2012	USD 10%
6. Final assessment is provided to UNDP	k-CoI's vision, mission, responsibilities, organizational structure, staffing requirements, appointments, bylaw, administrative, operational, financial is established.	Iraq / Amman	December 2012	USD 30%
Total Contract Amount in USD				USD 100%

Breakdown of Costs:

Description	**Total Consultancy Fees in USD
* Professional Fees as per required deliverables	

* Consultant should specify his/her daily fee in USD:

** Total Consultancy Fees including travel plan.

Reimbursable:

Description of Items	QTY	Unit	Price in USD Per Unit	Total Price in USD
***Travel Fees:				
**** Iraq, Baghdad – Jordan, Amman – Iraq, Baghdad	2	Round Trip		

Iraq, Baghdad – Erbil, Iraq – Iraq, Baghdad	2	Round Trip		
<u>Other Fees as applicable:</u>				

*** Individual Consultants/Contractors wishing to travel in business or first class shall cover the cost of an upgrade. Travel should always be by the most direct and economical route.

**** The consultant should specify the location of Home Base;

The consultant should provide a total price of ticket that shall not exceed the fare of the most direct and economical route - (non flexible).

Consultant Name:.....

Signature:.....

Date:.....

Annex 4 - Minimum Requirements

Requirements:	YES/NO
a) Master in business Administration, Project Management or Bachelor degree and 5 years' experience in lieu of the Bachelor degree.	
b) Prior experience working in the campaign management and delivery preferably in the area of integrity, transparency, accountability and fighting corruption.	
c) Ability and desire to work inside Iraq.	
d) Fluency in Arabic both written and oral.	
e) Willingness to obtain Basic Security in the Field II course BSIF-II and Advanced Security in the Field ASIF through the following links: http://www.unops.org/security/ http://www.unops.org/advancedsecurity/	
f) If you are of 62 years old and more, please confirm your willingness to go through a full medical exam including x-rays at your own cost from a recognized UN doctor. Address of doctor will be provided by UNDP.	
g) Acceptance of 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 Individual contractor 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 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 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.