8th December 2021.

Please find enclosed Terms of Reference and Evaluation Criteria for a Selection Process of an IC - Individual Contractor to hire a consultant for IPC.

The Procurement Unit of UNDP Office in Brazil would appreciate receiving technical and financial proposals for the IC selection process 35667 – Research in Arab States/ MENA region.

The submission of technical proposal (CV) and financial proposal (Annex I), in separate files, should reach the e-mail ic.procurement.br@undp.org no later than 21st December 2021.

Only complete applications that meet the aforementioned requirements will be considered. Applications received after the deadline will not be accepted.

The Financial proposal duly signed should be sent in a separate PDF file. All presented documents must carry the identification on the name of the file and subject fields as: IC 35667 – Social Protection Consultant”.

If you request any additional information it will be provided by e-mail ic.procurement.br@undp.org

* Proposals sent to any different e-mail than the one indicated (ic.procurement.br@undp.org) or copied to different e-mails will not be accepted for the selection.
OFFEROR’S LETTER TO UNDP
CONFIRMING INTEREST AND AVAILABILITY
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date ______________________

To
Mrs. Katyna Argueta – Resident Representative
United Nations Development Programme – UNDP Brazil
Setor de Embaixadas Norte (SEN) Quadra 802 – Conjunto C – Lote 17
CEP 70800-400 – Brasilia, DF

I hereby declare that:

a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [indicate title of assignment] under the [state project title];

b) I have also read, understood and hereby accept UNDP’s General Conditions of Contract for the Services of the Individual Contractors;

c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;

d) I hereby propose to complete the services based on the following payment rate:

☐ A total lump sum of [state amount in words and in numbers, indicating exact currency], payable in the manner described in the Terms of Reference.

e) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;

f) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;

g) This offer shall remain valid for a total period of 90 days after the submission deadline;

h) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [disclose the name of the
relative, the UN office employing the relative, and the relationship if, any such relationship exists];

☐ If I am selected for this assignment, I shall sign an Individual Contract with UNDP;

i) I hereby confirm that [check all that applies]:

☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;

☐ I am currently engaged with UNDP and/or other entities for the following work:

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Contract Type</th>
<th>UNDP Business Unit / Name of Institution/Company</th>
<th>Contract Duration</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

<table>
<thead>
<tr>
<th>Assignment</th>
<th>Contract Type</th>
<th>Name of Institution/ Company</th>
<th>Contract Duration</th>
<th>Contract Amount</th>
</tr>
</thead>
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</tbody>
</table>

j) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

k) **If you are a former staff member of the United Nations recently separated, pls. add this section to your letter.** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

l) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.
Full Name and Signature: ________________________ Date Signed: ________________________

Annexes [pls. check all that applies]:

☐ CV or Duly signed P11 Form
☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
☐ Brief Description of Approach to Work (if required by the TOR)
BREAKDOWN OF COSTS
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A. Breakdown of Cost by Components:

<table>
<thead>
<tr>
<th>Cost Components</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total Rate for the Contract Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Personnel Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (pls. specify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Breakdown of Cost by Deliverables*

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the TOR]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- Draft revised curriculum and courseware for the blended course, including as applicable interactive lectures, activities, questionnaires, readings, videos, podcasts, etc.</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>2- Final revised curriculum and courseware for the blended course, including as applicable interactive lessons, activities, questionnaires, readings, videos, podcasts, etc.</td>
<td>75%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td>USD ......</td>
</tr>
</tbody>
</table>

*Basis for payment tranches
1. Background

The TRANSFORM Regional African Social Protection Learning Curriculum

The "Leadership & Transformation Curriculum on Building and Managing Social Protection Floors in Africa - TRANSFORM" is the product of a large-scale collaboration between various institutions, conducted over several years. TRANSFORM has been developed primarily by African experts, to speak more directly to the specific challenges of building and managing social protection floors in Africa. The initiative aims at constant joint development and updating of the material, recognizing the importance of growing regional expertise.

TRANSFORM is an inter-agency initiative of United Nations agencies supporting the building of social protection floors in Africa. It is coordinated in Africa by the ILO, UNICEF and UNDP. TRANSFORM has received support from Irish Aid and the European-Union Social Protection Systems project co-funded by the European Union, OECD and Finland.

Giving the demand for having an online version of the course, allowing people from different geographic regions to take advantage of its content, the curriculum was adapted as an instructor-led online learning version, set over the course of 10 weeks.

TRANSFORM Blended Course

1. Context

Recently, a different demand of developing a blended-learning version was detected by the TRANSFORM Advisory Group. This modality could reap the benefits of online and face-to-face while not requiring excessive time commitment and running costs – a course that offers time for e-learning and time for face-to-face interaction. Additionally, the uncertainty of this moment due to COVID-19 pandemic calls from flexibility and investments in different learning formats to meet the current context’s needs. Socialprotection.org and the TRANSFORM Coordination Hub – which are co-leading the ad-hoc Review Committee created in the AG for this purpose – launched a user survey in August 2021. The results indicate interest by stakeholders in the region for a new blended format of the TRANSFORM curriculum where part of the activities and lectures can be completed in an online environment (mostly individual activities) while group activities are left for face-to-face interaction. This new blended modality would allow the trainings’ application to proceed even when travel or meeting restrictions due to health risks of the COVID 19 pandemic hinders the standard applications.

It is against this background and based on the survey result that the project team consisting of socialprotection.org, UNDP and the TRANSFORM Hub at ILO Lusaka will seek the services of a qualified consultant to complete the design of a new Blended version of the TRANSFORM Introductory Curriculum

2. Objective

The objective of this ToR is to hire a Social Protection Subject Matter Expert, who will be responsible for (a) reviewing the existing curriculum, (b) adapting the online and the face-to-face components, and/or (c) designing new activities as required for a new blended version of TRANSFORM (as needed), offering overall methodological and technical social protection content-related support during the adaptation.
3. Scope of work

The consultant will provide the following services:

- Review TRANSFORM’s face-to-face and online curricula, identifying synergies and complementarities between them to design a new blended version, following the feedback previously provided by a users’ survey and with guidance from the team led by the socialprotection.org’s staff.
- For the face-to-face component: analyse the curriculum and design/adapt activities and lectures to match a blended approach.
- For the online component: analyse the curriculum and design/adapt activities and lectures to match a blended approach.
- Develop an e-facilitators guide addressing the pedagogical and methodological aspects of the blended course, with guidance and support on the e-learning component from the socialprotection.org’s staff.
- Offer overall pedagogical, methodological, and technical social protection content-related support during the adaptation.

4. Expected Outputs and Deliverables (Products)

The consultant will receive payments upon delivery and approval of due products, according to the timetable of expected outputs and deliverables detailed below. The amount to be paid for each deliverable will correspond to the volume of words proofread multiplied by the consultant’s fee per word. The candidate is expected to adhere to this schedule, present deliverables on time, and to review the translated documents based on feedback.

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Description</th>
<th>Delivery Dates</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Draft revised curriculum and courseware for the blended course, including as applicable interactive lectures, activities, questionnaires, readings, videos, podcasts, etc.</td>
<td>14 January 2022</td>
<td>25%</td>
</tr>
<tr>
<td>2</td>
<td>Final revised curriculum and courseware for the blended course, including as applicable interactive lessons, activities, questionnaires, readings, videos, podcasts, etc.</td>
<td>04 February 2022</td>
<td>75%</td>
</tr>
</tbody>
</table>

NOTE: In the case of impossibility to deliver any product (partial or total) for reasons outside the consultant’s direct control, they shall be required to present a justification for any actions undertaken and propose alternative solutions. The product can be paid for if the IPC-IG/UNDP considers the justifications and actions taken as pertinent and valid. Deadlines for the submission of the products detailed above may be changed if previously authorised by the IPC-IG/UNDP and agreed upon with the consultant. The IPC-IG/UNDP will have twenty (20) business days from the delivery date of the products to assess and approve them.

The final contents of the products of this Consultancy are intended to support and guide the work of the employees of the IPG-IG and other stakeholders on Technical Cooperation between Developing Countries. Therefore, products should always be delivered in their finalised form for publication and distribution through electronic means.

5. Qualifications of the Individual Contractor

Eligibility Criteria and Technical Competencies:

**Mandatory Criteria:**
United Nations Development Programme

- Master’s Degree in Social Protection, Economics, Development Studies, International Relations, or related fields.
- Professional experience (at least 8 years) in Social Protection, with a focus on social cash transfers and non-contributory schemes and programmes.
- Experience with designing and/or facilitating capacity building programmes on social protection, online and/or in person.
- Drafting and communication skills.

**Qualifying Criteria:**

- Experience with e-learning facilitation.
- Experience with and/or background in social protection in Africa.
- Experience with and/or understanding of action-based, experiential, adult learning methodologies.
- Demonstrated knowledge of the TRANSFORM learning package and familiarity with e-TRANSFORM will be considered a strong asset.

6. **Duration of the Work**

It is expected that the assignment will be completed by 11 February 2022.

7. **Duty Station**

Home Based

8. **Supervision**

The consultant will work under the direct supervision of a Knowledge Management Officer.
Annex III – Evaluation and Selection Criteria

The proposal submitted will be disregarded in case of a breach of the provisions of this Notice:
- **File 1**, containing the CV and
- **File 2**, containing the Proposed Price in USD (US Dollars).

The final criteria for this selection process will be **TECHNICAL CAPACITY** and **PRICE**.

The maximum score in Technical Qualification is 100 points.
Qualification criteria are divided into 02 (two) steps:

a) **Step 1 (qualification / no scoring)**: analysis of the CV regarding compliance with the mandatory requirements specified in the Terms of Reference.

Candidates who do not meet the minimum mandatory criteria described in Item 5 of the Terms of Reference will be disqualified at this stage.

b) **Step 2 (classification / scoring)**: CV and documentation analysis

**CV scoring (100 points)**

The criteria for CV analysis are listed in the table below. The résumés and extracts from report/note of candidates accepted under Step 1 of Qualification (desk review of the CVs on mandatory requirements) will be analysed.

### 1. CLASSIFICATION OF THE TECHNICAL PROPOSALS (CV)

**Evaluation of CVs (100%).** The maximum score in the Technical Qualification is 100 points.

<table>
<thead>
<tr>
<th>CV - Step 2 of Technical Qualification</th>
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<tbody>
<tr>
<td>Criteria</td>
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<tr>
<td>Experience with e-learning facilitation.</td>
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<tr>
<td>Experience with and/or background in social protection in Africa.</td>
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The Evaluation Committee will be comprised of at least three members who will assign individual evaluation scores. The final score of the consultant under evaluation will be the weighted average of individual scores of the evaluators.

Individual scores will be awarded in accordance with the information submitted in the candidate’s Curriculum Vitae. Therefore, it is important that candidates clearly indicate in their CV the professional experience so that the evaluation committee may conduct a proper analysis.

### 2. CLASSIFICATION OF BUSINESS PROPOSALS (PRICE)

Only the business proposals (price) of candidates who attain a Final Technical Score of 70 points or higher in Step 2 (Phase 1: CV Review) will be taken into consideration.

The Final Score—FS—of the process will be reached by the sum of the Final Technical Score—TS multiplied by a factor of 0.70, and the Price Proposal score—PS—multiplied by a factor 0.30, i.e.:

\[
FS = TS \times 0.70 + PS \times 0.30
\]
The **PS** score will be calculated according to the following formula:

\[
PS = 100 \times \frac{LPP}{Pep}
\]

Where:

- **PS** = score of the price proposal
- **LPP** = lowest price proposal
- **Pep** = price proposal under evaluation

The lowest price proposal will score one hundred (100).

**The proposal achieving the highest final Score will be selected.**

### 3. SPECIAL CONSIDERATIONS

This process will be conducted by the UNDP, following the rules and guidelines of the agency (simplified selection and procurement through the IC—Individual Contract modality).

"*According to the United Nations rules, hiring active servers of the Federal, State, Federal District or Municipal, direct or indirect, as well as employees of its subsidiaries, is allowed only in special circumstances*"
Annex IV - Contract Model - Contract for the services of an Individual Contractor No____________

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as “UNDP”) and ______________________ (hereinafter referred to as “the Individual Contractor”) whose address is __________________________________________________________.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as Annex I in the following Duty Station(s): ________________________________________________________.

2. Duration

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as Annex II.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] ----------- in accordance with the table set forth below.

Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>DUE DATE</th>
<th>AMOUNT IN [CURRENCY]</th>
</tr>
</thead>
<tbody>
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</table>

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP’s expense and the Individual Contractor shall receive a per diem not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor’s own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

5. Beneficiary

The Individual Contractor selects ______________________ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

---

1 For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable(s) table.
United Nations Development Programme

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General’s bulletins ST/SGB/2003/13 of 9 October 2003, entitled “Special Measures for Protection from Sexual Exploitation and Sexual Abuse” and ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission”.

☐ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

<table>
<thead>
<tr>
<th>AUTHORIZING OFFICER: United Nations Development Programme</th>
<th>INDIVIDUAL CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
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 12 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 be regarded as unrelated in any connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The individual contractor warrants that he or she has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract, the Individual contractor shall comply with all standards of conduct set forth in Annex C of the Secretary-General’s Circular 1999/4 of 18 June 2007, 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.

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither engage, nor be instructed by UNDP, in any conduct in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The individual contractor warrants that he or she has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract, the Individual contractor shall comply with all standards of conduct set forth in Annex C of the Secretary-General’s Circular 1999/4 of 18 June 2007, 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.

3. TERMINATION OF CONTRACT: For any reason, UNDP may terminate the Contract by giving written notice of the purpose and effect of the termination. The Individual contractor 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 proprietary rights, which have been developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in connection of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereon, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary rights 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, models, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract.

4. CONFIDENTIALITY OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP a reasonable opportunity to take protective measures or such other action as may be appropriate before any such request is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or to 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, if the information disclosed to a third party does not disclose 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 terms of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor’s usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air. The Individual contractor may require the Individual contractor to be covered by a comprehensive and effective form of health insurance and/or medical care that provides "reasonable benefits" and contains a "reasonable deductible" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to the commencement of services. 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 vaccinations for the country or countries to which travel may be authorized.

In the event of death, injury, or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is
performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall enjoy employment-related benefits 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, obligations or benefits thereunder, or otherwise, without the prior written approval of UNDP, and any attempt to do so shall be null and void. The terms or conditions of the Contract may not be varied, modified or amended, in any other form, without the prior written approval of UNDP and the prior written consent of the Individual contractor.

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any work 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) to be modified, without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delay in the performance of, or to assert any excuses for the non-performance of, any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or good will, that it has a contractual relationship with UNDP, or shall use the Individual contractor’s name, in any manner whatsoever, other than the correct spelling of the name of UNDP, in his or her business or otherwise without the written permission of UNDP.

9. INSURANCE: 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 the performance of the Contract, or to any claim or claim or claim or claim or claim or claim related thereto, or to any bodily injury or death, or to any personal injury or property damage, caused by the Individual contractor, and to all claims and liabilities for any losses, damages, costs, expenses, and/or claims in connection with the Individual contractor's performance of the Contract.

10. SAFETY AND SECURITY: The Individual contractor shall comply with all safety and security regulations and procedures established by UNDP and/or the venue or location of the work, and shall ensure that all work is carried out in a safe and secure manner. The Individual contractor shall be responsible for all costs incurred to comply with such regulations and procedures.

11. CONFIDENTIALITY: The Individual contractor shall not disclose any confidential information, including any trade secrets, technical data, or other proprietary information obtained in connection with the performance of the Contract, to any third party without the prior written consent of UNDP, and shall take all reasonable steps to prevent the unauthorized disclosure of such information.

12. FORCE MAJEURE: OTHER CHANGES IN CONDITIONS: In the event of unforeseeable events or circumstances beyond the reasonable control of the Individual contractor or UNDP, such as natural disasters, strikes, labor disputes, acts of war, acts of terrorism, or other 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 prevented, wholly or partially, from meeting his or her obligations under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice, UNDP and the Individual contractor shall meet to discuss and attempt to resolve any issues or disputes that may have arisen as a result of such unforeseeable events or circumstances, and any extension of time required by the Individual contractor due to such force majeure or other changes in conditions.

13. TERMINATION: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The notice period shall be fifteen (15) days in the case of contracts for a period of two years or less, or thirty (30) days in the case of contracts for a period of more than two years. The termination of the Contract shall be subject to any conditions or requirements specified in the Contract. In the event of termination, the Individual contractor shall be entitled to compensation for any services already performed and for any reasonable expenses reasonably incurred in connection with the performance of the Contract.

14. NON-EXCLUSIVITY: UNDP shall have no obligation to retain the Individual contractor, and shall be entitled to terminate the Contract at any time, for any reason, without notice or obligation to the Individual contractor.

15. TAXATION: Article III, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the Individual contractor and his/her sub-contractors or sub-sub-contractors, and any corporation, firm, partnership or association of which he or she is a member, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and from any other taxes or charges of a similar nature in respect of articles imported or received for its official use. In the event any governmental authority refuses to recognize the exemptions referred to in this section, the Individual contractor shall immediately cease to perform any services under the Contract.
16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. The decisions of the arbitral tribunal shall be based on general principles of international commercial laws. 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 ("Emergency 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 on costs of the London Inter-Bank Offered Rate ("LIBOR") forecasts prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

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

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

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