



31th July 2019.

INTERNATIONAL FRAMEWORK AGREEMENT FOR INDIVIDUAL CONSULTANTS

Translation and Proofreading services

**UNDP Brazil -
International Policy Centre for Inclusive Growth (IPC-IG)**

Please find enclosed Terms of Reference and Evaluation Criteria for a Selection Process of an IC - Individual Contractor to establish an International Framework Agreement for translation and proofreading services.

The Procurement Unit of UNDP Office in Brazil would appreciate receiving technical and financial proposals for the above-mentioned selection.

The submission of **technical proposal (CV)** and **financial proposal (Annex I Price)**, in separate files, should reach the e-mail

ic.procurement.br@undp.org no later than **14th August 2019**.

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 33347/2019 – Translation Services”

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.**

IC Selection Team
Procurement Unit
UNDP Brazil
ic.procurement.br@undp.org



Annex I – Offeror’s Price Proposal

Ref: “IC 33347/2019– Translation Services”

I hereby declare that:

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of this selection process under UNDP Office.
- 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 which I have duly signed and attached hereto;
- d) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto;
- e) **I hereby propose to complete the services based on the following payment rate in USD per service, per language and per word:**

ATTENTION: PLEASE QUOTE ONLY FOR THE SERVICES AND LANGUAGES YOU ARE APPLYING FOR:

TRANSLATION

Service	From	To	USD Per word
Translation	English	Spanish	
Translation	English	French	
Translation	English	Portuguese	
Translation	English	Arabic	
Translation	Portuguese	English	
Translation	Portuguese	Spanish	
Translation	Portuguese	French	

PROOFREADING

Service	Language	USD Per word
Proof reading	English	
Proof reading	Spanish	
Proof reading	French	
Proof reading	Portuguese	
Proof reading	Arabic	

- 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];*
- i) If I am selected for this assignment, I shall:



() Sign an Individual Contract, under the Framework Agreement modality with UNDP, against specific ToRs and once specific need is necessary to be activated through an on-call engagement by the requesting unit;

j) I hereby confirm that:

() 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:

Assignment	Contract Type	UNDP Business Unit / Institution/Company	Contract Duration	Contract Amount

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

Assignment	Contract Type	Institution/Company	Contract Duration	Contract Amount

k) 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.

l) **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.

m) 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:



Annex II - Terms of Reference (ToR)

RC 33347

INTERNATIONAL FRAMEWORK AGREEMENT FOR CONSULTANT

Translation and Proofreading services

**UNDP Brazil -
International Policy Centre for Inclusive Growth (IPC-IG)**

1. BACKGROUND

The International Policy Centre for Inclusive Growth (IPC-IG) is a joint project of the United Nations Development Programme (UNDP) and the Brazilian Government to facilitate South-South Cooperation on key development issues. The Centre carries out applied research and its goal is to generate knowledge resources for the global development community.

The IPC-IG's mission is to promote policy dialogue and facilitate learning between developing countries around innovative social policies for inclusive growth. The innovative approaches carried out by the Centre revolve around three pillars:

1. Knowledge Production: carrying out research and studies, such as policy analysis and evaluations;
2. Knowledge Sharing: facilitating the exchange of innovative experiences and initiatives among countries of the South;
3. Capacity Strengthening: providing and facilitating the collaborative construction of capacity-building activities and flows of knowledge among countries of the South.

The IPC-IG believes that the free exchange of knowledge inspires people to produce further research and contributes to a more inclusive future. In line with this philosophy, part of the Centre's mission is to deliver its evidence-based policy research on issues related to development through different publication formats, from the popular One Pagers to the more technical Working Papers. All new publications are made freely available online through the Centre's website every month. The publications are originally released in English, but translated versions are also produced in Arabic, Bahasa (Indonesia), Chinese, French, Italian, Portuguese, Spanish, Turkish and Swedish.

In 2018, the Centre made available a total of 172 publications, including 3 issues of Policy in Focus, 136 One Pagers, 16 Working Papers, 2 Policy Research Briefs, 2 reports and 1 joint publication. It also produced 111 (43 in Portuguese, 30 in Arabic, 30 in French and 8 in Spanish).

Since the IPC-IG was founded in 2004, there have been over 7.6 million downloads across over 160 countries.

2. OBJECTIVE

The IPC-IG is looking for the services consultants who will be responsible for translating and proofreading publications. Under the supervision of the IPC-IG's Publications Coordinator, the contractor will be responsible for translating and proofreading



documents provided by the IPC-IG as and when required. The expected volume and frequency of the materials to be translated will be detailed in Annex I.

3. SCOPE OF WORK

The IPC-IG's Publications Department is responsible for gathering and presenting the outputs resulting from the Centre's projects and external contributions.

Every document selected by the editorial board undergoes rigorous peer review and a methodical editorial process, receiving multiple technical reviews and copyediting passes to eliminate inconsistencies. The final version is then carefully laid out by our Desktop Publishing team before it is ready for delivery in one of our main publication formats: Working Papers, Policy Research Briefs, One Pagers, Joint Publications and the Policy in Focus magazine.

4. EXPECTED OUTPUTS AND DELIVERABLES (PRODUCTS)

The IPC-IG requires translations and/or proofreading of documents for its publications, some of which are generic in scope, while others are of a highly technical nature and involve specific jargon — for example, regarding the design and impact evaluation of social protection programmes in developing countries.

It is therefore necessary that interested applicants have a wide range of expertise and skillsets in related fields to adequately meet these demands. It should be noted that projects might sometimes require urgent translation, with little prior notice.

Find below specific tasks related to translation and/or proofreading:

1. Translation
 - From English to:
 - 1.1 Spanish
 - 1.2 French
 - 1.3 Portuguese
 - 1.4 Arabic
 - From Portuguese to:
 - 1.5 English
 - 1.6 Spanish
 - 1.7 French
2. Proofreading
 - 2.1 English
 - 2.2 Spanish
 - 2.3 French
 - 2.4 Portuguese
 - 2.5 Arabic

IMPORTANT REMARKS

- Proofreading of IPC-IG materials varies in length and format;
- Services are to be delivered electronically in MS Word file format, making full use of the 'Track Changes' tool;



- Translation and proofreading services should cover all the text in the document, including text contained in figures, boxes, tables, photo captions, sources and covers;
- Thorough research of terminology and technical terms is required (including on UN/UNDP-specific terms, social protection, populational and social policies, South-South cooperation and learning, knowledge management and sharing, and others) to ensure the accuracy and adequacy of all translations.
- The consultant is responsible for ensuring the overall quality and accuracy of the document before submission to the IPC-IG.
- Once an on-call engagement is requested by the requesting unit, the specific contract will be signed regarding USD per workd quoted on the financial proposal. The financial proposal quoted by each individual will always be the one applicable in case of contract.

NOTE: In the case of impossibility to deliver any product or information (partial or total) for reasons outside the consultant's direct control, they shall be required to present a justification for his or her actions and propose solutions. Payment will proceed only if the IPC-IG/UNDP considers the justifications and actions taken as pertinent and valid.

Deadlines for the submission of products may be changed, subject to prior authorisation by the IPC-IG/UNDP and upon agreement with the consultant. The IPC-IG/UNDP shall have twenty (20) business days, starting from the products' delivery date, to assess and approve them.

The final contents of the products of this Consultancy are intended to support and guide the work of IPC-IG staff and other stakeholders on technical cooperation between developing countries. As such, products should always be delivered in their finalised form.

5. QUALIFICATIONS OF THE INDIVIDUAL CONTRACTOR

Eligibility criteria and technical competencies:

Mandatory CV criteria:

- Graduate or Postgraduate Degree in Translation, Interpreting, Literature and/or related fields;
- 1 year of working experience in translation and/or proofreading services;
- Certification with a government or legal entity establishing the candidate as a formal translating consultant (national or international). *This criterion will be disregarded for consultants that only apply for the proofreading service category.*

Qualifying CV criteria:

- Volume of documents translated or proofread over the past year;
- Master's Degree in Translation, Proofreading, Literature and/or related fields;
- Experience with the UN system in general and the UNDP in particular (as well as other development partners, such as the World Bank);
- Experience within the government will be considered an asset;
- Working experience in the following areas of study for specialised translation work:
 - Economics;
 - Social protection;
 - Gender;
 - Human rights;
 - Health.

6. FRAMEWORK AGREEMENT



A Long-Term Agreement (LTA) is a written agreement between the UNDP and a supplier that is established for specific goods or services at prescribed prices or pricing provisions for a defined period. The LTA shall be signed between the UNDP and the individual contractor.

LTAs are **non-exclusive** agreements. For every on-call engagement, a Work Order (raised by the requesting unit) or individual contractor/Purchase Order (PO), prepared by the procurement unit, shall be issued referring to the lot attaching a clear ToR for each engagement for specific services and a specific payment schedule for each deliverable.

There is no obligation to extend or complete an LTA. If the performance of the individual contractor and/or market conditions have changed, or if the UNDP's demand for the goods and services has changed, an LTA may be allowed to expire.

Usage against the ceiling amount of an LTA should be monitored and reported.

Approved vendors will be ranked regarding their respective services and languages in accordance with Annex I – Evaluation and Selection Criteria. During the on-call engagement, if the vendor that is ranked as first place is not available to deliver the requested services (the services and deadlines are to be detailed in the ToR that will follow the on-call engagement), we will call on the second-ranked vendor, and so on successively, until one is available.

7. DURATION OF THE WORK

The Agreement shall be valid for 3 (three) years. The ceiling amount for this LTA should not exceed USD 100,000.00 (one hundred thousand US dollars)

8. DUTY STATION

Home-based

9. SUPERVISION

The Consultant will be working under the supervision of the IPC-IG Publications Coordinator.

10. SCOPE OF PRICE PROPOSAL AND SCHEDULE OF PAYMENTS

The candidate will receive the payments upon delivery and approval of due products, according to the timetable of the expected outputs and deliverables to be detailed.

No travel cost is applicable within the scope of this work.

10. AVAILABILITY

Immediately upon signing the contract



Annex A — Detailed Description of Deliverables

1. TYPOLOGY AND VOLUME OF THE MATERIAL TO BE TRANSLATED

Usually, documents to be translated can be subdivided into four (4) broad categories, as follows:

- **Policy in Focus** is the flagship publication of the IPC-IG, a magazine that seeks to synthesise policy debates and discussions, increasing awareness about specific development themes. Each issue does so via the collection of articles from specialist contributors with a diverse range of perspectives and opinions about a specific subject. (Link: http://www.ipc-undp.org/search_policy_in_focus)
- **Working Papers** published through the IPC-IG explore development themes in an in-depth manner. (Link: http://www.ipc-undp.org/search_working_papers)
- **Policy Research Briefs** published through the IPC-IG present ideas, arguments and analyses for practical policy applications in a concise and effective manner. (Link: http://www.ipc-undp.org/search_policy_research_briefs)
- **One Pager** is an extremely popular publication format that seeks to introduce readers to an idea or concept explored more in depth in a separate, larger publication (i.e. Working Paper, journal article, book chapter, report or project, etc.). One Pagers effectively allow for an introductory summary of a larger piece of work to be disseminated in an easier to consume format. A Series of One Pagers are used to track larger works in progress serving as progress reports, or rather a series of publications covering a certain thematic area. (Link: http://www.ipc-undp.org/search_one_pager)

The maximum expected volume of translation or proofreading per month is 50,000 words. However, the IPC-IG does not guarantee a minimum quantity as it may fluctuate depending on programme needs.

The volume of work and type of documents to be translated or proofread will vary monthly. The consultant should therefore provide a per-word price per language and per service (translation or proofreading).

The IPC-IG would like to highlight the importance of providing accurate information in the candidate's application. Be clear about each and every experience regarding years of practice and number of words translated or proofread. Also, be clear about prices proposed in financial proposals, with specific provisions for each individual language and type of service.

2. DELIVERY SCHEDULE

Once an IC Contract is signed under specific ToR, each specific Consultant should deliver specific services at:

- a. 24 hours for urgent documents up to 2000 words;
- b. 48 hours for documents from 2000 to 4000 words;
- c. 72 hours for documents from 4000 to 6000 words;
- d. 96 hours for documents from 6000 to 8000 words.



Annex III —Evaluation and Selection Criteria

Any submitted proposal will be disregarded in case of a breach of the provisions of this Notice:

- **File 1**, containing the candidate’s CV and
- **File 2**, containing the Proposed Price in USD , per language and per service (US Dollars).

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

1. **CLASSIFICATION OF TECHNICAL QUALIFICATION (CV)**—The maximum score in TECHNICAL QUALIFICATION is 100 points.

Qualification criteria are divided into 03 (three) 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 analysis

CV scoring (maximum score in this phase is 60 points)

The criteria for CV analysis are listed in the table below. Only the CVs of candidates accepted under Step 1 of Qualification (review of the CVs on mandatory requirements) will be analysed.

Step 2 of Technical Qualification—CV Scoring			
Criteria	Score	Weight	Maximum Score
<ul style="list-style-type: none"> • Volume of documents translated or proofread last year (measured according to the no. of words per year). <ul style="list-style-type: none"> 5 points → more than 300,000 words per year) 4 points → more than 250,000 words per year) 3 points → more than 200,000 words per year) 2 points → more than 150,000 words per year) 1 point → more than 50,000 words per year) 0 point → none 	0 to 5	3	15
<ul style="list-style-type: none"> • Master’s Degree in Translation, Proofreading, Literature or related fields . <ul style="list-style-type: none"> 5 points → Abovementioned fields 3 points → Related fields 0 point → none 	0 to 5	2	10
<ul style="list-style-type: none"> • Experience within government will be considered an asset. <ul style="list-style-type: none"> 5 points → 5 years 4 points → 4 years 3 points → 3 years 2 points → 2 years 	0 to 5	2	10



<p>1 point → 1 year 0 point → none</p>			
<ul style="list-style-type: none"> Experience with the UN system in general and the UNDP in particular (as well as development partners, such as the World Bank). <ul style="list-style-type: none"> 5 points → 5 years 4 points → 4 years 3 points → 3 years 2 points → 2 years 1 point → 1 year 0 point → none 	0 to 5	2	10
<ul style="list-style-type: none"> Working experience in the following areas of study for specialised translation work: <ul style="list-style-type: none"> Economics; Social protection; Gender; Human rights; Health. <ul style="list-style-type: none"> 5 points → Experience in all 5 areas 4 points → Experience in 4 areas 3 points → Experience in 3 areas 2 points → Experience in 2 areas 1 point → Experience in 1 area 0 point → none 	0 to 5	3	15
Maximum score—CV Analysis			60 points

Only candidates obtaining a minimum of 40 points in the CV evaluation will be invited for the written test.

c) Step 3 (classification / scoring): Written Test (maximum score in this phase is 40 points).

Online test, all the required information will be sent via e-mail.

Step 3 of Technical Qualification — Written Test			
Criteria	Score	Weight	Maximum Score
<ul style="list-style-type: none"> Translation or Proofreading of an IPC-IG One Pager. <ul style="list-style-type: none"> 5 points → No grammatical mistakes, perfect text flow, adequate use of technical terms and strict adherence to the IPC-IG editorial style 4 points → One minor grammatical mistake (one sentence), adequate use of technical terms and adherence to the IPC-IG editorial style 3 points → Few grammatical mistakes (from 2 to 5 sentences), adequate use of technical terms and adherence to the IPC-IG editorial style 2 points → Some grammatical mistakes (from 5 to 10 sentences), adequate use 	0 to 5	8	40



of technical terms and loose adherence to the IPC-IG editorial style 1 point → Many grammatical mistakes (more than 10 sentences with errors), improper use of technical terms, confusing text flow and poor adherence to the IPC-IG editorial style 0 point → No text provided or otherwise of very poor quality			
Maximum score			40 points

Technical Evaluation (Scoring):

The Evaluation Committee will comprise at least three members (UNDP Staff) who will assign individual evaluation scores. The final score of the consultant under evaluation will be the average of the evaluators' individual scores.

Individual scores will be awarded in accordance with the information submitted in the candidate's CV. Therefore, it is important that candidates **clearly indicate in their CV the professional experience required in both the qualification and classification phases**, so that the evaluation committee may conduct a proper analysis.

Candidates should receive an advance notice at least 24 hours prior to the interview. Interviews may be conducted in person, over the phone or through Skype, but the same method should consistently be applied to all candidates regardless of their location.

2. CLASSIFICATION OF BUSINESS PROPOSALS (PRICE) — FINAL

Only the business proposals (price) of candidates who attain a **final Score of 70 points or higher over the total of 100 points in the TECHNICAL QUALIFICATION** will be taken into consideration.

The Final Score (FS) will be evaluated for each of the deliverables specified in this ToR and will be reached by the sum of the 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:

$$PS = 100 \times LPP/Ppe$$

Where:

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

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



The proposal achieving the highest Final Score for each language and service described in Item 4 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."

According to the UNDSS (United Nations Department of Safety and Security) rules, hired consultants must conclude the Basic Security in the Field (BSITF) course.



Annex IV – Contract Model

UNITED NATIONS DEVELOPMENT PROGRAMME



**Contract for the Services of an
Individual Contractor - IC**

No: BRA10-xxxx

This Contract is entered into on **9th August 2018** between the **United Nations Development Programme** (hereinafter referred to as “**UNDP**”) and **xxxxxx** hereinafter referred to as “the **Individual Contractor**”) whose address is **xxxxxx**.

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): **Home Based**.

2. Duration

This Individual Contract shall commence on **xxxxx** and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than **xxxxxx**, 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 **US\$ xxxxx (xxxxxx)** 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.

DELIVERABLES	DUE DATE	PAYMENT
As per ToR attached	“	“



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.

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.

AUTHORIZING OFFICER:
United Nations Development Programme

INDIVIDUAL CONTRACTOR:

KATYNA ARGUETA
RESIDENT REPRESENTATIVE
UNDP BRAZIL

XXXXXXX
IC CONSULTANT



GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

1 February 2012

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

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

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

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

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

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



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

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

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

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is 2 February 2012 performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor’s dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

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

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

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.



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

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

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

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

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

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

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not



terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

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

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

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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



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

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

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

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