



## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

### PARLIAMENT ADVISOR– COMMUNICATIONS

Date: 14/01/2014

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**Country:** Trinidad and Tobago

**Description of the assignment:** This consultancy is designed to move forward the process of strengthening the Outreach and Communication strategies of the Parliament of Trinidad and Tobago.

In a parliamentary democracy, it is of vital importance for parliamentarians to keep good contact with their voters and to strengthen the accountability of Members of Parliament to their electorates. These accountability measures should enable electorates to assess the effectiveness of their respective Member of Parliament in representing their aspirations in public decision making processes, as well as their ability to explain the importance of decisions made and laws adopted by parliament.

In this regard, the Parliamentary Advisor- Communications is expected to undertake an assessment of the Constituency relations offices model and practises and offer recommendations for future development in an effort to strengthen the overall. Outreach and Communication strategies of the Parliament of Trinidad and Tobago.

**Project name: Strengthening of the Parliament of Trinidad and Tobago**

**Period of assignment/services: Two (2) months**

Proposal should be submitted at the below mentioned email address no later than: **Monday 27<sup>th</sup> January 2014 at 4pm EST** with the subject e-mail “**Parliament Advisor-Communications**”

**Name of Office:** UNDP – Trinidad and Tobago

3A Chancery Lane, Port of Spain, Trinidad and Tobago

**Email:** [Registry.tt@undp.org](mailto:Registry.tt@undp.org)

**Attention: Raj. Ramnath**

**Subject:** **Parliament Advisor-Communications**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above and received by UNDP no later than **TUESDAY 21<sup>ST</sup> January 2014**. The Procurement unit at UNDP TT will respond by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

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## 1. BACKGROUND

To make an assessment of the representative function of any parliament, one needs to look at three criteria. Firstly, citizens' observation of parliamentary proceedings; secondly, citizens' access to accurate and timely information on the work of parliament; and finally, citizens' interaction with members of parliament (constituency relations).

In many countries, including in Trinidad and Tobago, parliament supports the constituency outreach initiatives of their members by opening and maintaining constituency relation offices. Trinidad and Tobago has an extensive constituency relations network with a substantial number of offices, staff and budget. There are 41 constituency offices and 31 sub-constituency offices.

In addition, the Parliament has strong ICT communication tools in place, such as parliamentary web sites, streaming via the web, Television Broadcasting via Cable TV, Free to Air Television Broadcasting, Radio Broadcasting, Facebook, Twitter and Wikipedia.

The project will make an assessment of the Constituency Relations offices model and practices and offer recommendations for its future development, while recommending training to staff. The project will also facilitate a round table discussion on best practices and different models for constituency relations, and propose the launch of a Constituency Relations tracking Mechanism and a parliamentary Handbook on Constituency Relations.

The project will also assist in designing a comprehensive communications strategy, offer a tailor made Parliamentary handbook on media relations and communication skills; and enhance more systematically the in-person outreach events of Parliament via a Week of Parliament, Parliament Day and support to the Youth parliament.

In so doing and with a particular focus on youth and participation in public/political life, the project supports programmatically the Vision of the Presiding Officers to ensure a greater proximity of parliamentary work to young people and future leaders in society. The project seeks to enhance and solidify the knowledge and understanding of the role of Parliament within a democratic system of political representation.

## 2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

The tasks and responsibilities of the Parliamentary Advisor- Communications need to be exercised taking into account the four strategy foundations of the Strengthening the Parliament of Trinidad and Tobago Project: promoting national ownership in parliamentary development; incorporating of 'lessons learned' from other parliamentary development projects; knowledge building and knowledge transfer in order to enhance sustainability of the project outcomes; and working cooperatively with other partners. The consultant will be required to:

- Bring best practices on parliamentary communication and outreach to the project;
- Deliver quality project outputs, including but not limited to: an assessment of the Constituency relations offices; a parliamentary Handbook on Constituency Relations; and assist in designing a comprehensive communications strategy;
- Contribute to roundtable discussions and seminars, and;
- Participate in UNDP global knowledge networks, communication or meetings for the area of parliamentary development.

For detailed information, please refer to Annex I

## 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

### I. Academic Qualifications:

- Degree or equivalent in communications, journalism, media studies, international affairs or any other relevant field;
- Qualifications in social and political sciences, law or public administration will be considered an asset

### II. Years of experience:

- A minimum of seven (7) years relevant professional experience in the area of parliamentary communications affairs,

### III. Competencies:

- Proven experience in developing parliamentary communication/public relations strategies, and
- Knowledge of the Westminster System of democracy

#### 4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

##### A. TECHNICAL PROPOSAL:

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

- (i) Duly completed letter of **Confirmation of Interest and Availability** using the template provided by UNDP
- (ii) **Brief methodological description** on how they will approach and complete the assignment; and
- (iii) **Comprehensive Personal CV and P11\***, indicating all past experience from similar projects, as well as contact details (email and telephone number) and three (3) references with contact details (e-mail and phone).
- (iv) Legal documents. Valid passport and/ or Visa may be required. UNDP will not process Visas for the consultant.

##### B. FINANCIAL PROPOSAL

###### **Lump sum contract**

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

###### **Travel**

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

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

Please fill in Form 1 (Annex 3) attached, to express your price offer for the services required in this Request for Proposal, Your price proposal would include costs such as your remuneration plus the per diem expense for each day in Trinidad and Tobago and round trip at economy class from your place of residence to Trinidad and Tobago.

All prices shall be quoted in US dollars (USD). **UNDP will not process visa for the consultant.**

## 6. EVALUATION

Highest total score of weighted technical and financial criteria: The price proposals of all consultants, who have attained a minimum 70% score in the technical evaluation will be compared. UNDP will award contract to the individual that receives the highest score out of a predetermined weighted technical and financial criteria as follows: 70% Technical criteria, 30% Financial criteria. The technical criteria are described in the following table:

Technical criteria		Maximum points*
1	Education	25
2	Experience and Formal training	75
3	Personal skills	20
4	Language skills	30
5.	Quality and adequacy of the technical approach. Have the important aspects of the technical tasks been addressed in sufficient details? Are different components of the project adequately weighted relative to one another? Is the scope of task well defined and does it correspond to the ToR? Is the approach clear and the sequence of activities and the planning logical, realistic and promise efficient implementation of the project?	150
<b>Total</b>		<b>300</b>

Once candidates have qualified technically, i.e. they have attained a technical score of 70%, only then, their financial proposals opened and evaluated. *The evaluation of the price proposal is based on a 70:30 weighting*, with 30 points being allocated to the financial component.

The following formula (cumulative analysis) is used to determine the financial scoring:  $p = y (\mu/z)$ , Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

$\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

The procuring UNDP entity, Country Office Trinidad and Tobago reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action. UNDP reserves the right at the time of award of contract to vary the quantity of services and goods specified in this RFP without any change in price or other terms and conditions.

## ANNEXES

**ANNEX I- TERMS OF REFERENCES (TOR)**

**ANNEX II- OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

**ANNEX III – FINANCIAL PROPOSAL**

**ANNEX IV – LINK TO P11 FORM**

**ANNEX V- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

## **TIMELINES**

<b>ACTIVITY</b>	<b>DUE ON</b>
DEADLINE FOR RECEIPT OF CLARIFICATIONS	<b>TUESDAY 21st<sup>st</sup></b> JANUARY 2014
DEADLINE FOR RECEIPT OF OFFERS	<b>MONDAY 27<sup>TH</sup></b> JANUARY 2014 at 4pm EST
EXPECTED START DATE FOR SUCCESSFUL CANDIDATE	FEBRUARY 2014

## **ANNEX I**

### **TERMS OF REFERENCE** Parliamentary Advisory

### **TERMS OF REFERENCE** Parliamentary Advisor – Communications

#### **1. Purpose**

This consultancy is designed to move forward the process of strengthening the Outreach and Communication strategies of the Parliament of Trinidad and Tobago.

In a parliamentary democracy, it is of vital importance for parliamentarians to keep good contact with their voters and to strengthen the accountability of Members of Parliament to their electorates. These accountability measures should enable electorates to assess the effectiveness of their respective Member of Parliament in representing their aspirations in public decision making processes, as well as their ability to explain the importance of decisions made and laws adopted by parliament.

In this regard, the Parliamentary Advisor- Communications is expected to undertake an assessment of the Constituency relations offices model and practises and offer recommendations for future development in an effort to strengthen the overall Outreach and Communication strategies of the Parliament of Trinidad and Tobago.

#### **2. Situational Analysis and Context**

To make an assessment of the representative function of any parliament, one needs to look at three criteria. Firstly, citizens' observation of parliamentary proceedings; secondly, citizens' access to accurate and timely information on the work of parliament; and finally, citizens' interaction with members of parliament (constituency relations).

In many countries, including in Trinidad and Tobago, parliament supports the constituency outreach initiatives of their members by opening and maintaining constituency relation offices. Trinidad and Tobago has an extensive constituency relations network with a substantial number of offices, staff and budget. There are 41 constituency offices and 31 sub-constituency offices.

In addition, the Parliament has strong ICT communication tools in place, such as parliamentary web sites, streaming via the web, Television Broadcasting via Cable TV, Free to Air Television Broadcasting, Radio Broadcasting, Facebook, Twitter and Wikipedia.

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In so doing and with a particular focus on youth and participation in public/political life, the project supports programmatically the Vision of the Presiding Officers to ensure a greater proximity of parliamentary work to young people and future leaders in society. The project seeks to enhance and solidify the knowledge and understanding of the role of Parliament within a democratic system of political representation.

### **3. Expected Outcomes**

The tasks and responsibilities of the Parliamentary Advisor- Communications need to be exercised taking into account the four strategy foundations of the Strengthening the Parliament of Trinidad and Tobago Project: promoting national ownership in parliamentary development; incorporating of 'lessons learned' from other parliamentary development projects; knowledge building and knowledge transfer in order to enhance sustainability of the project outcomes; and working cooperatively with other partners. The consultant will be required to:

- Bring best practices on parliamentary communication and outreach to the project;
- Deliver quality project outputs, including but not limited to: an assessment of the Constituency relations offices; a parliamentary Handbook on Constituency Relations; and assist in designing a comprehensive communications strategy;
- Contribute to roundtable discussions and seminars, and
- Participate in UNDP global knowledge networks, communication or meetings for the area of parliamentary development

### **4. Key Deliverables**

The key deliverables for this project would be:

- I. Constituency Relations (Report 1) – An evaluation report on constituency relations in Trinidad and Tobago with recommendations for the launch of a constituency relation tracking model as well as identifying required training for office staff. The report should be



informed by roundtable discussions and culminate with a Parliamentary Handbook on Constituency Relations and Representations.

- II. Communication Strategy of Parliament (Report 2) – The communication strategies of the Parliament of Trinidad and Tobago should be reviewed and recommendations should be given to strengthen any weaknesses identified.
- III. Parliament Outreach ( Report 3)- A report recommending approaches to strengthen the Outreach Programme of the Parliament of Trinidad and Tobago with a focus on:
  - A week of Parliament- a Concept note to be prepared for this recommendation, selection of appropriate time period, work plan, media strategy and launch of publication or policy initiative;
  - National Youth Parliament (internship support) as an annual event, and
  - Parliamentary Partnership Forum- working with UNDP in the formation of a forum for regular de-briefing sessions by parliament leadership on the main policy issues discussed at the parliament sessions as well as on oversight activities. It is envisioned that representatives from the international community will have the opportunity to exchange views and further inquire on issues in the legislative agenda.

## 5. Competencies and Qualifications

- Competencies
  - Has excellent written communication skills, with analytic capacity and ability to synthesize project outputs and relevant findings for the preparation of quality project reports;
  - Has demonstrated knowledge and experience in working on improving parliamentary communications functions;
  - Maturity and confidence in dealing with senior and high ranking members of national and international institutions, government and non-government;
  - Ability to work under pressure; and
  - Excellent spoken and presentation skills in the English language

- Qualifications
  - Degree or equivalent in communications, journalism, media studies, international affairs or any other relevant field;
  - Qualifications in social and political sciences, law or public administration will be considered an asset
  - A minimum of seven (7) years relevant professional experience in the area of parliamentary communications affairs,
  - Proven experience in developing parliamentary communication/public relations strategies, and
  - Knowledge of the Westminster System of democracy

## **6. Duration and Duty Station**

The consultant is expected to fulfil the deliverables within two (2) months with the possibility of an extension of one (1) month. The consultant will submit their work plan illustrating the number of working days within Trinidad and Tobago and where necessary the number of working days at their home base.

## **7. Supervision**

The consultant will report to the Clerk of the House of the Parliament of Trinidad and Tobago, or her representative.

## **8. Financial Conditions**

Payment will be made upon the acceptance of the following deliverables:

- **Report 1** (25% payment) -This report is to be submitted fifteen (15) days after signing of contract.
- **Report 2** (25% payment) -This report is to be submitted ten (10) days after Report 1.
- **Report 3** (50 % payment) -This report is to be submitted fifteen (15) days after Report 2.

## 9. Recommended Presentation of Offer

Candidates willing to apply must present the following documents:

- a) Duly completed letter of **Confirmation of Interest and Availability** using the template provided by UNDP
- b) **Comprehensive Personal CV or P11**, indicating all past experience from similar projects, as well as contact details (email and telephone number)
- c) **Brief methodological description** on how they will approach and complete the assignment; and
- d) **Financial proposal** that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.

## 10. Criteria for Selection of the Best Offer

The best offer will be selected applying a combined scoring method, where:

- Candidate's qualifications will have a weight of 50%;
- Methodology proposal, 20%, where proposal clarity, appropriateness and coherence will be assessed; and
- Financial proposal 30%.

**OFFEROR'S LETTER TO UNDP  
CONFIRMING INTEREST AND AVAILABILITY  
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

Date \_\_\_\_\_

Richard Blewitt  
United Nations Development Programme  
UN House, 3 Chancery Lane,  
Port of Spain

Dear Sir/Madam :

I hereby declare that :

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of **Parliamentary Advisor - Communication** under the **Strengthening of the Parliament of Trinidad and Tobago**;
- 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) 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 as Annex 3 ;
- e) I hereby propose to complete the services based on the payment rate to be agreed prior to the contract being issued and; payable in the manner described in the Terms of Reference.
- f) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 3;
- g) 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;

- h) This offer shall remain valid for a total period of 90 days after the submission deadline;
- i) 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 .
- j) If I am selected for this assignment, I shall Sign an Individual Contract with UNDP;

k) 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 :

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

- l) 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.
- m) **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.
- n) I also fully understand that, if I am engaged as an Individual Contractor, I have neither expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

Full Name and Signature:

Date Signed :

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**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)

**ANNEX III**



**Price Submission Form  
Form 1.**

**Resident Representative  
United Nations Development Programme, Trinidad and Tobago**

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide (the requested services) for the total sum of (indicate amount in number and letters) including applicable taxes, plus the per diem expenses as may be ascertained in accordance with the Price Schedule described below and made part of this Offer.

**A. Breakdown of Cost by Components:**

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
<b>I. Personnel Costs</b>			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
<b>II. Travel Expenses to Join duty station</b>			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
<b>III. Duty Travel</b>			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

**B. Breakdown of Cost by Deliverables\***

<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Amount</b>
<b>Report 1</b> -This report is to be submitted fifteen (15) days after signing of contract	25%	
<b>Report 2</b> -This report is to be submitted ten (10) days after Report 1.	25%	
<b>Report 3</b> -This report is to be submitted fifteen (15) days after Report 2	25%	
<b>Total</b>	<b>100%</b>	<b>USD</b>

*\*Basis for payment tranches*

I undertake, if my Offer is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this Offer for a period of 60 days from the date fixed for receiving of Offers in the Request for Quotation, and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Offer you may receive.

Date:

Name and signature:



## ANNEX IV

P11 FORM: <http://www.undp.org.tt/Jobs/P11%20Personal%20history%20form.doc>

## ANNEX V

### UNITED NATIONS DEVELOPMENT PROGRAMME GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

#### 1. LEGAL STATUS

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

#### STANDARDS OF CONDUCT

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

The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause. Prohibition of Sexual Exploitation and Abuse: In the performance of the Individual 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 Individual Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Individual Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

### **3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS**

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Individual 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 Individual Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Individual Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Individual Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Individual 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 Individual Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Individual 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 Individual Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Individual 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

before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Individual Contract, including any extension thereof, and, unless otherwise provided in the Individual Contract, shall remain effective following any termination of the Individual Contract.

**5. TRAVEL, MEDICAL CLEARANCE AND SERVICE-INCURRED DEATH, INJURY OR ILLNESS**

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

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

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

**6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS**

The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Individual Contract, of any part thereof, or of any of the rights, claims or obligations under the Individual Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of Individual Contract concerning any goods or services to be provided under

the Individual Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Individual Contract by UNDP thereto, unless any such undertakings, licences or other forms of Individual Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Individual Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Individual 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 Individual Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Individual Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Individual Contract.

## **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**

8. The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

## **INDEMNIFICATION**

9. 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 Individual 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 Individual Contract, which give rise to legal liability to anyone not a party to the Individual 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 Individual Contract. The

Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Individual 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 Individual Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Individual Contract.

## 11. ENCUMBRANCES AND LIENS

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

## 12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Individual Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Individual 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 Individual Contract.

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and

conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days.

*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 Individual 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 Individual Contract.

## 13. TERMINATION

Either party may terminate the Individual 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 Individual 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 Individual Contract.

liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Individual Contract.

In the event of any termination of the Individual 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 Individual 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 Individual 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 Individual Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Individual 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 Individual 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 Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

#### **14. NON-EXCLUSIVITY**

UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Individual 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 Individual 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. AUDIT AND INVESTIGATION

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Individual Contract.

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

## 17. SETTLEMENT OF DISPUTES

*Amicable Settlement:* UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Individual 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 Individual 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 Individual Contract, order the termination of the Individual 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 Individual 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 Individual 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 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three 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 Individual Contract, the cause of action accrues when such time of future performance actually begins.

**19. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to the Individual Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary

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