INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 15 May 2012

Country: Egypt

Description of the assignment: National Consultant (Evaluator)

Project name: EGYT47 **"**Reintegration of released children and youth into the Egyptian society"

Period of assignment/services (if applicable): 20 working days within the span of two months starting 15 June until 14 August 2012

Duty Station: Cairo - Egypt

Proposal should be submitted by email to procurement.eg@unodc.org copying myrna.bouhabib@unodc.org with the title in the subject line no later than COB **Thursday, 24 May 2012.**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. The United Nations Office on Drugs and Crime will respond in writing or 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.

1. BACKGROUND

The project on "Strengthening Legislative and Institutional Capacities for Juvenile Justice in Egypt" was developed in 2003 as part of the comprehensive multi-year programme to assist the Egyptian Government in its efforts to strengthen legislative and institutional capacities of juvenile justice system. The programme was divided in two phases. The first phase focused on the legislative review of the child Law, the training of all actors dealing with children and youth, the improvement of detention conditions of young males in conflict with the law and the activation of the Administration for Child Judicial Protection at the Ministry of Justice.

Progress has been made in the context of the implementation of the first phase of the programme. The following results have been achieved:

- A harmonized system for collecting data on children and youth offenders in the governorates of Giza, Cairo and Alexandria established;
- Legislation has been amended and harmonized with the international standards and norms on juvenile justice, and signed by President Mubarak on the 17 June 2008;
- Training to professionals dealing with children and youth in conflict with the law provided;
- Detention conditions of children and youth at the Institution for young male offenders in Marg improved.

During 2007/2008, the second phase focus was on improving detention conditions of children and youth in conflict with the law at the Institution for young male offenders in Marg. This institution is the only detention center for young males aged between 15 and 21 years at the level of all Egypt, hosting around 600 children and youth. Although the institution is under the authority of the Ministry of Insurances and Social Affairs (MoISA), its director is a high-ranking officer from the Ministry of Interior (MoI), which is in charge of all security issues.

Children and youth in this institution were not benefiting from adequate rehabilitation activities and were locked in their dorms at 02:00 p.m. In coordination with the MoISA and the MoI, a new rehabilitation strategy was established where activities are scheduled from 08:00 a.m. until 06:00 p.m. Nine vocational workshops and six educational workshops (literacy and life skills) were refurbished and equipped. At the leisure level, a computer room was equipped, a cine-club with the capacity of 40 inmates was created and a stadium was paved.

The serious involvement of MoISA was very clear during the whole process, which assured UNODC of the sustainability of implemented activities. The Minister assigned a special committee for the development of the institution. New employees were recruited in order to ensure the implementation of the new rehabilitation programme and were trained to improve their performance. In addition, and in order to have a comprehensive reform of the institution, MoISA is currently working on improving the living conditions of children and youth in the Institution: New sewage channels and bathrooms, refurbishment of the kitchen and restaurants, etc.

In order to continue the efforts and to complement the achievements of the first phase of the juvenile justice project in Egypt in terms of rehabilitation of children and youth in conflict with the law in closed institutions, a second phase of the project has been prepared to facilitate a better social reintegration of the children and youth once they leave the detention centre.

The project was expected to pilot the establishment of the necessary structure and service in the governorates of Cairo, Giza and Qualioubya for the out-of prison children and youth in coordination with the civil society organisations through:

1. Implementing a specific programme at the detention centre aimed at preparing the children and youth for their reintegration into society;

2. Providing legal and psychological counselling as well as administrative and economic guidance/support to the released children and youth;

3. Providing "economic reintegration programmes" through NGO(s) to help the children and youth re-engage in the labour market;

4. Creating a network of employers to help the children and youth re-engage in the labour market.

2. SCOPE OF WORK, RESPONSABILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK.

During the initial project drafting and development process, an outcome was included for the provision of a final independent project evaluation to measure achievements, sustainability and the overall impact of the project.

The project is currently in its final implementation plan. UNODC Regional Office in Cairo is thus seeking to engage a national consultant to undertake the planned independent evaluation before the expected project termination. The evaluation report should be submitted to UNODC Regional Office for the Middle-East and North Africa (ROMENA) in Cairo. UNODC will be responsible for distributing the final report to the relevant project counterparts and relevant donors and stakeholders.

The evaluation will assess the implementation of the project from its development till its termination in 2012. The evaluation should cover the impact of the project at the national level. For detailed information, please refer to Annex 1- Terms of Reference.

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Academic Qualifications:

- Advanced University Degree in social and psychological sciences, criminal justice or other relevant academic background in the field of criminal justice in general and juvenile justice in particular.

II. Years of experience:

- At least 5 years of relevant professional working experience in project management, evaluation, planning is required to undertake this national consultancy.

III. Competencies:

- Practical experience in technical assistance project design and implementation in a multilateral context is highly desirable.
- Extensive knowledge of evaluation systems (procedures and methodologies).
- Knowledge and working experience in the field of child rights. Knowledge and working experience in the field of juvenile justice is an asset.
- Up-to-date knowledge and practical experience of UN programmes, policies, guidelines and procedures is an asset.
- Excellent writing, editing, and oral communication skills in English and Arabic are required.
- Computer literacy.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

1. Proposal/Letter of interest:

(i) Explaining why they are the most suitable for the work

(ii) Provide a brief methodology on how they will approach and conduct the work

2. Financial proposal

The financial must include the total requested lump sum amount for the assignment .

3. Personal CV including past experience in similar projects

4. A completed P11 form with at least three references.

5. FINANCIAL PROPOSAL

- **Lump sum contracts**

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 and number of anticipated working days.

1. EVALUATION

Individual consultants will be evaluated based on the following methodology:

<u>Cumulative analysis</u>

When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

a) responsive/compliant/acceptable, and

b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

* Technical Criteria weight; 70

* Financial Criteria weight; 30

Only candidates obtaining a minimum of 45 point would be considered for the Financial Evaluation

Criteria	Max. Point
Technical	70
Overall experience and qualification	30
Specific experience with programme implementation and evaluation	25
Understanding of and experience in child rights/juvenile justice	15
Financial proposal	30
Total	100

The selected candidate will be expected to start upon contract's signature which expected to be no later than **15 June 2012.**

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX 1

Terms of Reference

Tile: National Consultant (Evaluator)

Contract: Individual Contract (IC)

Duration: 20 working days within the span of two months starting 15 June until 14 August 2012

Duty Station: Cairo - Egypt

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1. BACKGROUND INFORMATION

The project on "Strengthening Legislative and Institutional Capacities for Juvenile Justice in Egypt" was developed in 2003 as part of the comprehensive multi-year programme to assist the Egyptian Government in its efforts to strengthen legislative and institutional capacities of juvenile justice system. The programme was divided in two phases. The first phase focused on the legislative review of the child Law, the training of all actors dealing with children and youth, the improvement of detention conditions of young males in conflict with the law and the activation of the Administration for Child Judicial Protection at the Ministry of Justice.

Progress has been made in the context of the implementation of the first phase programme. The following results have been achieved:

- A harmonized system for collecting data on children and youth offenders in the governorates of Giza, Cairo and Alexandria established;
- Legislation has been amended and harmonized with the international standards and norms on juvenile justice, and signed by President Mubarak on the 17 June 2008;
- Training to professionals dealing with children and youth in conflict with the law provided;
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strategy was established where activities are scheduled from 08:00 a.m. until 06:00 p.m. Nine vocational workshops and six educational workshops (literacy and life skills) were refurbished and equipped. At the leisure level, a computer room was equipped, a cine-club with the capacity of 40 inmates was created and a stadium was paved.

The serious involvement of MoISA was very clear during the whole process, which assured UNODC of the sustainability of implemented activities. The Minister assigned a special committee for the development of the institution. New employees were recruited in order to ensure the implementation of the new rehabilitation programme and were trained to improve their performance. In addition, and in order to have a comprehensive reform of the institution, MoISA is currently working on improving the living conditions of children and youth in the Institution: New sewage channels and bathrooms, refurbishment of the kitchen and restaurants, etc.

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2. JOB SUMMARY:

a) Purpose of the Evaluation

During the initial project drafting and development process, an outcome was included for the provision of a final independent project evaluation to measure achievements, sustainability and the overall impact of the project. The current project served as a pilot project in the field of reintegration released children and youth in conflict with the law into the Egyptian society. The aim of the evaluation is to develop lessons learned and best practices as well as recommendations that can serve as the basis for the development of a last phase for the programme so that UNODC phases out from the institution for young male offenders leaving behind sustainable outcomes.

The project is currently in its final implementation plan. UNODC Regional Office in Cairo is thus seeking to engage a national consultant to undertake the planned independent evaluation before the expected project termination. The evaluation report should be submitted to UNODC Regional Office for the Middle-East and North Africa (ROMENA) in Cairo. UNODC will be responsible for distributing the final report to the relevant project counterparts and relevant donors and stakeholders.

b) Scope of the Evaluation

The evaluation will assess the implementation of the project from its development till its termination in 2012. The evaluation should cover the impact of the project at the national level; specifically it will focus on the following:

Project relevance, concept and design

The evaluation is intended to assess the project concept and design. The evaluator will review the problems addressed by the project and the project strategy, encompassing an assessment of the appropriateness of the objectives, planned outputs, activities and inputs as compared to any cost effective alternatives. Relevant executing modalities and management arrangements should also be judged. The evaluator will assess the achievement indicators and review project workplans and budgets. Finally, a brief review of the project documents should also be conducted, analyzing their clarity, logic and coherence since these are indicative of a suitable design.

Implementation

The evaluator will assess the implementation of the project in terms of the quality and timeliness of inputs, as well as the efficiency and effectiveness with which activities have been carried out. Management effectiveness should also be evaluated, including an analysis of the quality and timeliness of monitoring and backstopping by all relevant project parties. Cooperation and coordination among involved stakeholders will be also addressed.

Project outputs, outcomes and impact

The evaluator will assess the outputs, outcomes and impact achieved by the project (or expected to be achieved by the end of project implementation), as well as the likely sustainability of project results. This should encompass an assessment of the achievement of the immediate objectives. The evaluator will examine if the project has had significant unexpected effects, whether of beneficial or detrimental character.

Sustainability

The aim of any project is to deliver lasting benefits. This part of the report should deal with whether or not there is evidence that benefits will continue beyond the provision of project assistance and funding, as well as whether the project has created the institutional and human capacity to sustain these benefits. In particular, the evaluation should assess the sustainability of the reintegration approach developed under the project.

Lessons learned

The evaluator will record lessons learned from the project, particularly those which are valid beyond the project itself.

Recommendations

The evaluator will make proposals for a phase three of the project aiming mainly:

To enhance what was implemented during the first and second phase of the project and maintain its sustainability defining what should be the roles and responsibilities of the Ministry of Insurances and Social Affairs, the Ministry of Interior and the civil society organisations as well as UNODC.

To suggest necessary actions in order to improve or rectify any undesired outcomes.

c) Evaluation Methodology

The evaluation will be based on the review of documents as well as conducting interviews with key persons involved with the project. These include: representatives from the national counterparts (the Ministry of Insurances and Social Affairs, the Ministry of Interior, the institution for young male offenders management and personnel, donors representatives, Civil Society Organizations involved in the project implementation (New Horisons Association for Social Development and others), the beneficiaries children and their families); relevant UNODC staff and consultants. Although the evaluator should take the views expressed into account, they should use their independent judgment in preparing the final report.

d) Evaluation Team Composition

The evaluation will be carried out by an external consultant having experience in project management/administration as well as extensive knowledge of evaluation systems (procedures and methodologies), partnership building, institution and capacity building and results-based management. The evaluator should have sufficient knowledge of drug demand and harm reduction approaches and programming, particularly in the context of the political, economic and social problems of the region.

The evaluator will not act as representative of any party, but should use his/her independent judgment and should not have been directly involved in the design, appraisal or implementation of the project.

The evaluator will work in close cooperation and report to ROMENA, who will provide all necessary substantive and administrative support for the evaluation. The evaluator will consult with project staff, national counterparts, implementing partners, and will visit appropriate project beneficiaries. The evaluator is not authorized to make any commitments on behalf of UNODC or any other parties to the project.

e) Planning and Implementation Arrangements

Management arrangements

The evaluator will report to and share the draft evaluation reports with the Juvenile Justice Project Coordinator based at ROMENA.

Logistical support

The evaluator is expected to undertake necessary visits and meetings to support him/her in drafting the final report. UNODC will support the evaluator in scheduling these meetings.

The evaluator will be provided with all relevant documentation related to the project, including the project documents, work plans, and project progress reports. Moreover, UNODC will provide the consultant with UNODC standard format and guidelines for project evaluations.

Timeframe for the evaluation process

The assignment shall initiate upon the signing of the contract and end after two months and will consist of 20 working days as below:

No of working days (Tentative dates)	**What tasks**	**Where (location)**
3	Desk review	Home based
2	Briefing by UNODC staff	UNODC ROMENA
3	Field visits/focus groups	Cairo
3	Interviews	Cairo
2	Debriefing session	UNODC ROMENA
4	Preparation of the draft report	Home based
3	Finalization of the report after round of comments among relevant stakeholders	Home based
Total working days: 20		

5. REMUNERATION, RESPONSIBILITIES & DELIVERABLES

Remuneration will be paid in three instalments linked to deliverables as the following table:

Amount	Deliverable
Upon submission of the updated workplan	20%
Upon submission of first draft	40%

Upon submission of final draft to be approved by UNODC	40%

A suggested itinerary is as follows:

Preparation: Review all necessary documentation including the project document, workplan and progress reports. Liaise as needed with ROMENA project staff in Cairo.

Meeting with UNODC ROMENA staff in Cairo: Briefing by UNODC Cairo, and meeting national counterparts.

Field visits and interviews: Meetings with counterparts, implementing partners, and beneficiaries. Project staff will be responsible for organizing and preparing a detailed meeting schedule.

Project evaluation: Drafting, editing, and finalizing a comprehensive project evaluation.

6. SUPERVISION

The Consultant will work under the overall guidance and supervision of the Juvenile Justice Project Coordinator based at UNODC Regional Office in Cairo. Although the evaluator should take the views expressed into account, they should use their independent judgment in preparing the final report.

7. COMPETENCIES:

- Practical experience in technical assistance project design and implementation in a multilateral context is highly desirable.
- Extensive knowledge of evaluation systems (procedures and methodologies).
- Knowledge and working experience in the field of child rights. Knowledge and working experience in the field of juvenile justice is an asset.
- Up-to-date knowledge and practical experience of UN programmes, policies, guidelines and procedures is an asset.
- Excellent writing, editing, and oral communication skills in English and Arabic are required.
- Computer literacy.

8. QUALIFICATIONS:

- Advanced University Degree in social and psychological sciences, criminal justice or other relevant academic background in the field of criminal justice in general and juvenile justice in particular.
- At least 5 years of relevant professional working experience in project management, evaluation and planning.

9. APPLICATIONS & EVALUATION

Interested candidates are kindly requested to submit a duly completed P11 form, an updated CV, a letter of interest along with a financial and technical proposal for the assignment and other relevant documentation

to procurement.eg@unodc.org copying myrna.bouhabib@unodc.org with the title in the subject line no later than COB **Thursday, 24 May 2012.**

(Only Short Listed Candidates will be contacted).

ANNEX 2

INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

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.

2. STANDARDS OF CONDUCT

In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the 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 of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to

the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General.
The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the 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.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS

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

9. INDEMNIFICATION

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the 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 befive (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 alonger 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.

UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the 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 organs.