

United Nations



Nations Unies

TERMS OF REFERENCE

Consultant to Facilitate UNCT System Wide Action Plan, Gender Scorecard in the Republic of Serbia

Post title:	Consultant to facilitate UNCT SWAP Scorecard, Gender Scorecard in the Republic of Serbia
Country/Duty Station:	Belgrade, Serbia
Starting date of assignment:	September 3, 2018
Duration of assignment:	approx. 15 working days
Supervision:	Resident Coordinator Office (RCO)
Payment arrangements:	The Consultant will be paid a lump sum amount including fee and per diem when in Serbia. The consultant should indicate the lump sum and breakdown in the financial proposal. 100% of the payment will be paid to the consultant upon submission of the final deliverable, which is the final version of the scorecard matrix, narrative report and proposed action plan and its approval by the UN RC, and the UNCT.

I. Background

At the 59th Session of the UN General Assembly, Member States, in adopting the Triennial Comprehensive Policy Review (TCPR) of Operational Activities for Development of the UN System called on all UN organizations to: “mainstream gender and to pursue gender equality in their country programmes, planning instruments and sector-wide programmes and to articulate specific country-level goals and targets in this field in accordance with the national development strategies”.

Further, ECOSOC Resolution 2004/4 - Review of Economic and Social Council agreed conclusions 1997/2 on mainstreaming the gender perspective into all policies and programmes in the United Nations system requested “the Secretary-General to ensure that all United Nations entities develop action plans with time lines for implementing the agreed conclusions 1997/2, which address the gap between policy and practice identified in the Secretary-General’s report, with a view to strengthening commitment and accountability at the highest levels within the United Nations system as well as to establishing mechanisms to ensure accountability, systematic monitoring and reporting on progress in implementation”.

As a direct follow-up to the TCP, and to ensure a comprehensive response to many of its recommendations, the UN Development Group (UNDG) created a Task Team on Gender Equality as a subgroup of the UNDG Programme Group. The goals of the Task Team are: to support more consistent and coherent action among UNDG member agencies to mainstream gender equality and promote women's empowerment at the country level; and to ensure that gender equality and women's empowerment are mainstreamed into the tools and processes that emerge from the UNDG for UN Country Teams (UNCTs).

In 2006, the UNDG Task Team on Gender Equality commissioned a background paper on accountability mechanisms in UNDG agencies. This paper reviewed accountability for programming in support of gender equality in ILO, UNDP, UNFPA, UNICEF, and WFP and found that: "A common understanding of how to apply gender mainstreaming in UN operational activities is needed. This is because if there is no agreement on what constitutes a minimum level of actions to support gender equality, how will it be possible to hold agencies and UN Country Teams accountable for this. Reaching agreement across agencies on what constitutes a minimally acceptable performance to support gender equality, through an agreed set of indicators, would contribute to stronger guidance and accountability". Subsequently this background paper was endorsed at the UNDG Principals' meeting in July 2006, where agreement was reached on development of a UNCT-level 'Accounting for Gender Equality' Scorecard that sets minimum standards for UNCTs to assess their performance across the system.

The Gender Scorecard was endorsed by the UNDG in 2008 in response to the UN Chief Executive Board for Coordination 2006 Policy on gender equality and the empowerment of women (CEB/2006/2) to establish an accountability framework for assessing the effectiveness of gender mainstreaming by UN Country Teams. The UN SWAP formed another part of the accountability framework, focusing on the implementation of the policy at the entity level.

The 2016 Quadrennial Comprehensive Policy Review (QCPR) and the 2017 ECOSOC Resolution on gender mainstreaming also call for acceleration of UN efforts to mainstream gender, and use the Scorecard.¹The Scorecard is an accountability framework that promotes improved planning, coordination, programming and results for gender equality and the empowerment of women at the country level, tied to support to Member States to achieve the SDGs. The Scorecard supports UNCT's in self-assessing and reporting on their standing with respect to a set of Performance Indicators drawn from inter-governmental mandates, and based mainly on review of UNCT documents. The QCPR calls for the United Nations development system to expand and strengthen the use of the Gender Scorecard as a planning and reporting tool for assessing the effectiveness of gender mainstreaming in the context of the UNDAF (OP 83). In this vein and in line with internal assessments, the UNCT SWAP-Scorecard methodology has been revised in tandem with the United Nations System-wide Action Plan for Gender Equality and the Empowerment of Women (UN-SWAP) to ensure greater alignment with the UN-SWAP and the SDGs, drawing on good global practices with motivating, managing and measuring institutional change processes.

The UNCT Serbia conducted Gender Scorecard Exercise in 2009, that assessed gender dimensions of the UNDAF for Serbia and Montenegro 2005-2009. In order to support the development of the gender-responsive Development Partnership Framework and ensure better accountability of UNCT towards gender equality and women's empowerment in line with UN corporate policy in this area, the UN Country Team Serbia will use the UNCT SWAP-Scorecard to assess status and identify gaps and corrective actions. The DPF Outcome Group on Gender and RCO will lead this process to complete the scorecard process in a participatory and timely manner.

¹ See [Res A/71/243](#) (OP 13) and [Res E/2017/L.22](#)

II. Main Objectives of the Assignment

The main objective of this consultancy is to facilitate the application of UNCT SWAP-Scorecard methodology and assess the effectiveness of the UN Country Team Serbia in gender mainstreaming, promotion of gender equality and women's empowerment as well as to provide a set of recommendations for improvements.

Purpose of the exercise:

- To assist UNCTs in identifying areas in which they are meeting or not meeting minimum UNDG standards;
- To stimulate a constructive dialogue within the UNCT about the status of support for gender equality and women's empowerment and how it can be improved;
- To identify where technical assistance can support the achievement of minimum standards;
- To share good practice in supporting national priorities to advance gender equality and women's empowerment.
- To inform and ensure sound gender mainstreaming in UNCT planning documents and exercises, namely the JWP results matrix (2019-2020) and the UNDAF final evaluation in 2019.
- Create basis for new UNDAF 2020-2025

III. Responsibilities/ Scope of Work and Deliverables

The UNCT SWAP-Scorecard methodology has been designed for in-country self-assessment as a means of fostering deeper understanding and ownership of results. The consultant will facilitate the exercise and apply participatory methods to ensure the UNCT SWAP- Scorecard Assessment team (SSAT) is formed from the beginning of exercise, leads, and own the process. The SSAT include broad representation to ensure an adequate knowledge base on joint UN System actions.

To guide and support the SSAT with the piloting process, the consultant will conduct the following activities within the stipulated timeframes:

Background document review:

- UNCT UN-SWAP Technical Guidance and Framework;
- New UNDG UNDAF guidance;
- UNCT Gender Scorecard Reports for the countries in the regions and from other countries;
- Regional Analysis of the Gender Theme Groups and Result Groups on Gender in the Europe and Central Asia;
- Serbia Development Partnership Framework (2016-2020), Government of the Republic of Serbia and United Nations Country Team in Serbia;
- Development Partnership Framework Joint Work Plans 2016-2018. Annual Joint Work Plans Menu of Results;
- UNCT Serbia Annual Coordination Profile 2016, 2017;
- UNCT Serbia Communications Needs Assessment;
- UNCT Serbia Annual Menu of Results;
- UN Gender Theme Group's and Outcome Group on Gender TORs, members, and reports, including Gender Briefs;

- National Strategy for Gender Equality 2016-2020 and National Action Plan on Gender Equality 2016-2018, National Action Plan on the implementation of UNSCR1325, National Report to CEDAW; CEDAW Concluding Observations to Serbia; Shadow CEDAW Reports; UNCT Confidential Report to CEDAW; Serbia Report on the implementation of the Gender Responsive Budgeting, 2015-2017, etc. Final list of documents will be shared with the consultant at the beginning of the assignment.

Assistance and support for the SSAT:

- Identify complementary data and evidence that SSAT should collect and score indicators. The UN-SWAP Evaluation Performance Indicator (EPI) is linked to meeting the gender-related UNEG Norms and Standards.
- Conduct gender analysis of documents required to help the SSAT score areas of performance;
- Facilitate three working sessions to discuss and score areas of performance. Working session should be organised with key stakeholders such as the Resident Coordinator; Heads of Agencies; key programme staff; M&E teams, partners, etc.;
- Complete the scoring matrix (integral part of the Gender Scorecard) based on SSAT discussions and agreements;
- Facilitate a debrief with the HOA to discuss findings and proposed actions.

Deliverables:

- Gender analysis of documents required to areas of performance; (home based, approx. 3 working days);
- At least three working sessions to discuss and score areas of performance; (field mission, approx. 7 working days);
- Draft Scorecard and narrative report, with inputs from the SSAT (home based, approx. 2 working days);
- Final Scorecard, narrative report, and follow-up matrix (home based, approx. 3 working days).
- Debrief with the HOA to discuss findings and proposed actions.

IV. Performance Evaluation

Consultant performance will be evaluated against such criteria as: timeliness, responsibility, initiative, communication, accuracy, and quality of the products delivered.

V. Duty Station and Travel Arrangements

The consultant is expected to work home based and conduct nine (7) days field mission to Belgrade, Serbia to participate in meetings with UN agencies, partners, and stakeholders as per the agreed work-plan with UN OGG and RCO.

VI. Experiences and Qualifications

Values Guiding Principles:

- Integrity: Demonstrate consistency in upholding and promoting the values of UN Women in actions and decisions, in line with the UN Code of Conduct;
- Professionalism: Demonstrate professional competence and expert knowledge of the pertinent substantive areas of work;
- Cultural sensitivity and valuing diversity: Demonstrate an appreciation of the multicultural nature of the organization and the diversity of its staff. Demonstrate an international outlook, appreciating difference in values and learning from cultural diversity.

Core Competencies:

- Ethics and Values: Demonstrate and safeguard ethics and integrity;
- Organizational awareness: Demonstrate corporate knowledge and sound judgement; Focuses on results for the client and responds positively to feedback; Experience and knowledge of the Results-Based Management approach;
- Development and Innovation: Take charge of self-development and take initiative; Possesses knowledge of inter-disciplinary development issues;
- Work in teams: Demonstrate ability to work in a multicultural, multi ethnic environment and to maintain effective working relations with people of different national and cultural backgrounds;
- Communicating and Information Sharing: Facilitate and encourage open communication and strive for effective communication;
- Self-management and Emotional Intelligence: Stay composed and positive even in difficult moments, handle tense situations with diplomacy and tact, and have a consistent behaviour towards others;
- Conflict management: Surface conflicts and address them proactively acknowledging different feelings and views and directing energy towards a mutually acceptable solution;
- Continuous Learning and Knowledge sharing: Encourage learning and sharing of knowledge.

Required qualifications and experience:

Education:

Advanced (Masters) degree in social and political sciences, human rights, gender equality etc. PhD degree is an asset.

Experience:

- At least 10 years of practical experience of work on gender mainstreaming in development programmes/projects at national and international levels;
- At least 3 years' experience of work on results based management, review and/or evaluation;
- Experience in gender data collection and analysis, including interviews, survey and focus groups;
- Previous experience with the Gender Equality Scorecard, narrative report and follow-up matrix.

Language and other skills:

- Proficient in written and oral English, working level of Serbian is an asset;
- Computer skills, internet communication and command of MS Office.

VII. Application Process

The application should include:

- Personal History Form (P-11 form) - including past experience in similar assignments;
- Financial Proposal: Specify a total lump sum amount for the tasks specified in this Terms of Reference. The financial proposal shall include a breakdown of this lump sum amount per deliverable;

Candidates should have the ability to quickly produce degree certificates and medical certification (of good health) should they be short-listed in consideration of the consultancy post. Application deadline is August 19, 2018

VIII. Payment Schedule

Consultant will be paid upon submission and the acceptance of each deliverable as specified in the financial offer.

IX. Evaluation process

Consultants will be evaluated using a cumulative analysis method taking into consideration the combination of qualifications and financial proposal. Contract will be awarded 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 below defined technical and financial criteria.

Only candidates obtaining a minimum of 49 points in the technical evaluation would be considered for financial evaluation.

	Evaluation Criteria	Max points
TECHNICAL EVALUATION (70%)		
Language Requirements	Fluency in written and spoken English. Working level of Serbian is an asset.	REQUIRED
Education	Advanced degree in political sciences, humanities, legal studies, international relations, human rights, gender equality, etc.	10 0: without relevant advanced degree 20: relevant advanced degree
Professional Experience	Years of practical experience of work on gender mainstreaming in development programmes/projects at national and international levels	15 0: without 10 years of relevant experience 15: 10 years of relevant experience
	Experience of work on results based management, review and/or evaluation	15 0: without 3 years of experience 15: 3 or more years of experience
	Experience in gender data collection and analysis, including interviews, survey and focus groups	15 0: without experience 15: relevant experience
	Previous experience with the Gender Equality Scorecard, narrative report and follow-up matrix	15 0: without 3 years of experience 15: 3 or more years of experience
Total technical		70

GENERAL CONDITIONS OF CONTRACT

FOR THE SERVICES OF INDIVIDUAL CONTRACTORS



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

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

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

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual

contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract

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

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

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

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is

performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

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

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

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

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

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

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any

event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

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

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

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

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

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

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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