



Contract for the services of
an Individual Contractor

This Contract is entered on **19th of March 2017** between the United Nations Development Programme (hereinafter referred to as "UNDP") and **Ahmad AlMohammad** (hereinafter referred to as "the Individual Contractor") whose address is **H.H. Sheikh Omar Bin Zayed Al Nahyan Building, Apt. 311, Khalifa Park, P.O. Box 109517, Abu Dhabi, United Arab Emirates.**

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

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

2. Duration

This Individual Contract shall commence on **26th of March 2017**, and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than **26th of May 2017**, unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II*.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of **USD 51,940 (fifty-one thousand and nine hundred forty)** in accordance with the table set forth below. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE	AMOUNT IN USD
I. Full System Audit / Assessment of the current situation of compliance with ISIC Rev.2 and adoption of ISIC Rev.4	By the end of 4 th week	14,840.00
II. Implementation Plan for PAM including detailed procedures on adoption of classification	By the end of the 7 th week	22,260.00
III. Classification manual with ISIC Rev.4 codes and migration of data	By the end of 9 th week	14,840.00

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

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

4. Rights and Obligations of the Individual contractor

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

5. Beneficiary

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

Mailing address, email address and phone number of beneficiary:

H.H. Sheikh Omar Bin Zayed Al Nahyan Building, Apt. 311, Khalifa Park, P.O. Box 109517, Abu Dhabi, United Arab Emirates Mobile:+971528844600 / +963944330411Email: mohmadrania@hotmail.com

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

Same as above

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

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

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

*Project Name: Joint Programme to Support the Public Authority of Manpower Project number: 00094565

*Project Fund: 30071

Country: Kuwait

AUTHORIZING OFFICER:

Ms. Zineb Touimi-Benjelloun
Resident Representative
United Nations Development Programme

Signature; 

Date; 3/19/2017

INDIVIDUAL CONTRACTOR:

Name; Ahmad Almohammad

Signature; 

Date; 3 / 19 / 2017





Country: Kuwait

Title of the assignment: Specialist of the International Standard Industrial Classification of All Economic Activities (ISIC Rev4) and the International Standard Classification of Occupations (ISCO-08)

Project name: The Joint Program to Support the Public Authority of the Manpower

Period of assignment/services (if applicable): 3 months

Proposal should be submitted through the UNDP portal within 3 weeks from the announcement date.

Any request for clarification must be sent in writing, or by standard electronic communication to the address to procurement.kw@undp.org. The procurement department, 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 Government of the State of Kuwait and UNDP are keen to enhance the strategic planning function of the State in order to ensure the optimal use and best distribution of available resources to support social and economic progress thereby leading to improved economic growth and enhanced quality of life of its citizens.

The Public Authority of Manpower (PAM) is partnering with the United Nations Development Program (UNDP), the International Organization for Migration (IOM), and the International Labor Organization (ILO) for implementation of "Support the PAM" programme.

The Joint Programme addresses the 3rd outcome of the CPD 2015 – 2018 "Governance and institutional management are efficient, transparent, accessible, competitive, and accountable" and its results will support the achievement of the national strategic objectives of economic growth for the State of Kuwait, supporting human and social development, improving demographic policies to support development, and effective government administration as outlined in the latest national Mid – Range Development Plan (2015/2016 – 2019/2020) under "Achieving institutional excellence".

This Joint Programme aims at fulfilling the following outputs:

- IOM: PAM has access to resources and methodologies that build capacity in evidence- based policy and programme development.
- ILO: Improving the tripartite participation in the International Labor Standards system and promoting the application of conventions
- ILO: Labor Inspection System modernized and effective in line with the ILS and OSH services improved and strengthened.
- UNDP: Report of performance of PAM produced, disseminate and issued for evidence base planning

UNDP will achieve its contribution through three sub - outputs:

- Gap analysis report performed and disseminated between program team and PAM members.
- Indicators established and monthly reports produced.
- Tools for empowering PAM staff to issue reports and capacity building on reports issued.

PAM also plans to improve the labor conditions and management system by analyzing the demographic imbalance, making sound decisions based on enhanced reporting mechanisms and upgrading its services quality for all economic and social actors. This programme aims to support PAM in its efforts to develop its internal capacity in reporting on its own performance, on labour movement, and its compliance with international labour standards.

Within this context, UNDP is seeking to recruit an ISIC Rev4 and ISCO-08 Specialist to assist in the project implementation, in close collaboration with the project counterparts and other stakeholders. UNDP is keen on progressively elaborating on outputs and efforts from other projects and linking it to this joint programme including the Labour Management Information System championed by the Central Statistics Bureau.

The main purpose of the assignment is to provide advice on how to support the Labour Market Research Department at PAM and the Manpower and Government Restructuring Program (MGRP) to adopt ISIC Rev4 (instead of the currently used ISIC Rev2), and ISCO – 08 (instead of the one currently used at PAM and MGRP), conduct relevant analysis and define methods and mechanisms for adoption.

It is also to be mentioned that MGRP has initiated a job mapping exercise according to ISCO-08 that the specialist will revise and assess. MGRP is a major stakeholder for this assignment and is a direct beneficiary along with PAM. Alignment with and approval of MGRP on the deliverables are crucial to the successful completion of the assignment.

The specific objectives are:

1. Review of the ISCO-08 classification mapping developed by MGRP and development of missing entries at five - digit level in Arabic and English.
2. Development of ISCO-08 manual up to the fifth level, including detailed descriptions and guidance to end users on the process of preparing and adopting the ISCO-08 Classification at MGRP and PAM.
3. Assessment and revision of the current situation of compliance with the International Standard Industrial Classification of All Economic Activities (ISIC Rev2) and requirements and barriers to adopt (ISIC Rev4) including possible scenarios and recommendations (a full system audit).
4. Design of implementation plan for PAM, including detailed procedures on adoption of classifications.
5. Development of titles and codes for all economic activities up to the fifth limit / category and as per the fourth amendment of the Gulf Cooperation Council of the Arab States of the Gulf (GCC), taking into consideration the specific needs of the State of Kuwait.
6. Development of ISIC Rev4 manual up to the fifth level, including detailed descriptions and guidance to end users and transfer of knowledge on the process of preparing and adopting the ISIC Rev4 Classification.

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

The main responsibilities and tasks of the specialist are as follows:

1. **ISCO-08 Mapping Review:** To conduct a realistic assessment of the jobs mapping prepared by MGRP, and draft the final version.
2. **Migration of Data to ISCO-08 at PAM and MGRP:** the specialist has to deal with around 2,500 entries.
3. **Current Situation Assessment to adopt ISIC Rev4:** To conduct a realistic assessment and a full system audit of the current situation of compliance with ISIC rev 2, and requirements and barriers to adopt ISIC Rev4.
 - 3.1 Articulate the current conditions of the relevant compliance issues with ISIC rev 2 and processes within PAM.
 - 3.2 Evaluate the capability of the statistical packages in close coordination with the Central Statistics Bureau, and the Joint Technical Committee of Job and Economic Sectors Classification.
 - 3.3 Identify the risks that may hinder the achievement of the assignment.
 - 3.4 Identify possible "Change Agents" who will be vital members in the implementation teams.
4. **Best Practices:** To identify successful examples ISIC rev4 adoption from different countries and drawing lessons to support implementation.
 - 4.1 Keep abreast and research experiences of GCC countries and countries with a comparative context in relation to ISIC rev4 and the GCC amendments.
 - 4.2 Collect, collate and review relevant documentation.
 - 4.3 Analyze and evaluate the experiences, identify and document lessons and successful examples.



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4.4 Identify strategies and methods that can be utilized/adopted to the Kuwaiti context and propose general recommendations and directions to develop.

5. **Migration of data to ISIC rev 4:** The specialist has to deal with almost 75,000 records to define the suitable code and economic activity for companies in the private sector.

6. **Training and Knowledge transfer**

6.1 Build capacity of staff at the MGRP/PAM Labour Market Research Department on ISIC Rev4 classification and using needed data.

6.2 Conduct training workshop sessions as required.

Indicative Approaches and Methodologies:

A key approach in this assignment is to develop national capacities through facilitating learning from other countries' experiences, training, knowledge and skills transfer to the staff and other methods that the specialist would determine to ensure his/her skills and experience is transferred to the department staff. The specialist would thus be required to submit a capacity development/expertise and knowledge transfer plan based on an understanding of the needs of the Department.

The specialist is expected to include a gender approach in all the work requirements and ensure gender sensitivity of all the deliverables which would be based on a gender analysis to ensure that the needs and specific considerations related to men and women is taken into account.

Reporting and Approval of Deliverables:

The specialist will be reporting to UNDP Project Manager, though approval on each deliverable shall be obtained from focal points representing PAM and MGRP.

Working Time and Place:

Working Time: Full time five days a week from 8:00 – 2:00.

Working Place: will be alternating between PAM (Kuwait, Jabriya) and MGRP (Kuwait, Riggea) based on the assignment development and deliverables.

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Education:

- Minimum a Bachelor Degree in a related field (economics, statistics, engineering..etc.).

Experience:

- Minimum of 7 years with proven expertise on advising on the management and structure of such assignment.
- Strong knowledge of processes and tools associated with labour market research mechanisms and reporting.
- Strong mentoring and advisory skills related to capacity building efforts.
- Exposure to other country experiences, an experience in the region is an advantage.

Language Requirements:

- Fluency in English and Arabic (both in writing and oral) is a must.

Core Competencies

- Reliably delivers on promises and honors commitments, holding himself/herself accountable for actions taken
- Gains cooperation from others through understanding of the political and organizational culture.
- Helps peers to identify their unique strengths and weaknesses, training and development needs.
- Inspires, motivates and empowers team members to excel in their responsibilities
- Works collaboratively with team members sharing information openly and displaying cultural awareness and sensitivity.
- Delivers verbal/written information in a timely, clear, organized and easily understood manner
- Synthesizes multiple/complex messages, identifies appropriate key points for different audiences and communicates concepts in a manner that influences the perceptions/behaviours of others.
- Expresses own point of view in a neutral manner rather than in an argumentative tone, avoiding unproductive conflict.

Functional Competencies

Client Orientation

- Works towards creating an enabling environment for a smooth relationship between the clients and service provider.
- Solicits feedback on service provision and quality

Conceptual Innovation in the provision of technical expertise

- Documents and tracks innovative strategies/best practices/new approaches
Ensures that the design of labour market reporting is appropriate to regional and country social and development context
- Leverages multi-disciplinary, institutional knowledge and experience of other countries and regions to promote UNDP's development agenda.

Promoting organizational change and development

- Performs appropriate work analysis and assists in redesign to establish clear standards for implementation
- Develops communications and programmes to assist business units in their adaptation to changing environment

Job Knowledge/Technical Expertise

- Understands more advanced aspects of the economic activities classification standards related to ISIC and UNDS as well as the fundamental concepts of related disciplines.
- Continues to seek new and improved methods and systems for accomplishing the work of the unit.
- Keeps abreast of new developments in area of expertise and seeks to develop him/herself professionally.
- Demonstrates comprehensive knowledge of information technology and applies it in work assignments.

Promoting organizational Learning and knowledge sharing

- Develops and/or participates in the development of tools and mechanisms, including identifying new approaches to promote individual and organizational learning and knowledge sharing using formal and informal methodologies.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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



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1. Proposal:
 - (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
3. Personal CV including past experience in similar projects and at least 3 references

5. FINANCIAL PROPOSAL

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TOR.

Travel and Accommodation;
All envisaged travel and accommodation costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel, logistics, accommodation, and laptops.

6. EVALUATION

Individual consultants will be evaluated based on cumulative analysis methodology. 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 70% would be considered for the Financial Evaluation

Deliverables and Time Frame:

Deliverable	Time Frame	% of Payment
ISCO-08: <ul style="list-style-type: none"> • Full Review of ISCO-08 mapping to PAM & MGRP databases performed by MGRP • Classification manual with ISCO-08 codes and migration of data 	3 weeks from start date	30%
Full system audit / assessment on the current situation of compliance with ISIC rev2 and adoption of ISIC rev4	5 weeks from start date	20%
Implementation Plan for PAM including detailed procedures on adoption of classification	End of the second month	30%
Classification manual with ISIC Rev4 codes and migration of data	End of the third month	20 %

Technical Evaluation Criteria

Criteria	Weight	Max. Point
Meeting requirements of experience and education	30 %	30

Suggested approach / methodology to scope of work	40%	40
Proven facilitation and knowledge transfer skills	30%	30

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 she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The Individual contractor must comply with all security directives issued by UNDP.

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

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

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

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

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

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

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

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

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

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.