



Contract for Professional Services

between

the United Nations Development Programme

and

Myanmar Marketing Research & Development Co., Ltd.

September 21013

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Date: 27 September 2013

Dear Sir/Madam,

Ref.: 2013/PROC/UNDP/23 [Project ID 00086610-Rule of Law and Access to Justice]

The United Nations Development Programme (hereinafter referred to as “UNDP”), wishes to engage your organization, Myanmar Marketing Research & Development Co., Ltd. duly incorporated under the Laws of the Government of the Republic of the Union of Myanmar (hereinafter referred to as the “Contractor”) in order to perform services in respect of the UNDP Mapping Initiative of Rule of Law and Access to Justice in Ayeyarwaddy Region, Shan State, and Mandalay Region (hereinafter referred to as the “Services”), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled “Special Conditions”.
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Terms of Reference for the UNDP Mapping Initiative of Rule of Law and Access to Justice in Ayeyarwaddy Region, Shan State, and Mandalay Region attached hereto as Annex II;
 - c) the Contractor’s technical proposal for the UNDP Myanmar Initiative of Rule of Law and Access to Justice in Ayeyarwaddy Region, Shan State, and Mandalay Region dated 23 September 2013 document not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of Service
Aung Min	Project Manager	Myanmar	27 September to 30 December 2013
Ye Thaung Htut	Project Coordinator	Myanmar	27 September to 30 December 2013
Tien Troung	Project Coordinator	Vietnam	27 September to 30 December 2013
Kyaw Lin	Lead Researcher	Myanmar	27 September to 30 December 2013
Win Thein	Qualitative Data Manager	Myanmar	27 September to 30 December 2013

2.3 Any changes in the above key personnel shall require prior written approval of Ms. Thuy Hang To, Deputy Resident Representative (Operations), UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

DELIVERABLES	DELIVERY DATES
Upon completion of research design and training of research team	15 October 2013 latest
Upon completion of research in Mandalay Region	25 October 2013 latest
Upon completion of research in Shan State	15 November 2013 latest
Upon completion of research in Ayeyarwaddy Region	15 December 2013 latest
Upon completion of validation meetings and submission final report	30 December 2013 latest

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail/courier to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of USD 45,485 (United States Dollars Forty Five Thousand Four Hundred and Eighty Five Only).
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

MILESTONE	AMOUNT (USD)	TARGET DATE
Upon completion of research design and training of research team	4,548	15 October 2013 latest
Upon completion of research in Mandalay Region	9,097	25 October 2013 latest
Upon completion of research in Shan State	9,097	15 November 2013 latest
Upon completion of research in Ayeyarwaddy Region	9,097	15 December 2013 latest
Upon completion of validation meetings and submission final report	13,646	30 December 2013 latest
Total	45,485	

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. Security

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 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 the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The 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 Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

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5. Submission of Invoices

- 5.1 An original invoice shall be submitted by mail/courier by the Contractor for each payment under the Contract to the following address:

The Deputy Resident Representative (Operations)
UNDP Myanmar
No. 6, Natmauk Road, Tamwe Township
Yangon, Myanmar

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and Manner of Payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

Account Name: Myanmar Marketing Research & Development Co., Ltd.
Bank Name: MYANMA INVESTMENT AND COMMERCIAL BANK
Bank Account: FDM.10.0113
Bank Address: No. 170-176, Bo Aung Kyaw Street, Kyauktada Township, Yangon, Myanmar
SWIFT Code: MICBMMMY

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than 27 September 2013 and shall complete the Services by 30 December 2013 latest.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

- 8.1.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and Ms. Thuy Hang To, Deputy Resident Representative (Operations), UNDP.



9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

2013/PROC/UNDP/23-UNDP Mapping Initiative in Ayeyarwaddy Region, Shan State and Mandalay Region

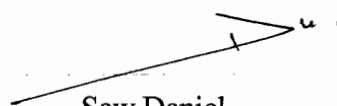
Name: UNDP Myanmar
Address: 6 Natmank Road, Yangon 11181, Myanmar
Attn: The Deputy Resident Representative (Operations)
Tel: 95 1 542910~9, Fax: 95 1 545634, 544531

For the Contractor:

Name: Myanmar Marketing Research & Development Co., Ltd.
Address: New Mingalar Market, Building C, Set Yone and Banyardala Roads, Mingalar Taung Nyunt Township, Yangon, Myanmar
Attn: U Aung Min
Tel: (95-1) 200326, 200846
E-mail: uaungmin@mmdrs.com , Website: www.mmdrs.com

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,



Saw Daniel
Officer-In-Charge (Operations)
UNDP Myanmar

For Myanmar Marketing Research & Development Co., Ltd.
Agreed and Accepted:

Signature _____

Name: Aung Min

Title: Associate Director

Date: 27 September 2013



Associate Director
Myanmar Marketing Research & Development
Co., Ltd. (MMRD)



ANNEX I

UNDP GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the

award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.



9. ENCUMBRANCES/LIENS

The 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 or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with

Handwritten signature or initials in black ink, consisting of a large 'A' followed by a smaller 'B' with a flourish.

UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The 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 this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without

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prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

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

TAX EXEMPTION

18.1 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 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the



Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.



ANNEX II

Terms of Reference

UNDP Mapping Initiative in Ayeyarwady Region, Shan State, and Mandalay Region

Duration of Contract: 27 September to 30 December 2013

1. Background

In accordance with the Country Programme Action Plan signed between the Government of the Republic of the Union of Myanmar and the UNDP in April 2013, the UNDP is initiating a mapping of rule of law and access to justice challenges. The purpose of this mapping is to guide the design, implementation and evaluation of UNDP programming in support of the rule of law and access to justice. As part of this effort, the UNDP will contract a Myanmar research company ('the company') to participate in the design, implementation, and validation of research at the village level. A UNDP research team, will carry out complementary research at the capital, district, and township level. The two teams will jointly carry out a single integrated research strategy, following the same ethical guidelines and agreed research methods. The company will also be requested to provide UNDP with an English copy of its ethical guidelines used for carrying out its research work.

The findings will contribute to understanding rule of law challenges from the perspective of both formal and informal justice service providers and citizens. Particular emphasis will be placed on access to justice by women, children and disadvantaged groups. In anticipation of future UNDP programming in select areas, the research will target three States/Regions. Within each State/Region, a total of two townships and, within their jurisdiction, a total of six villages, will be the site of individual interviews, focus groups discussions, and field ethnographic studies. Research tools developed in collaboration with the research company will identify local justice issues, priorities, and opportunities for responding to identified needs.

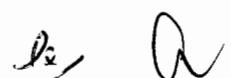
The selected research company will carry out the following duties under the direct supervision and guidance of the UNDP A2J Team Leader:

2. Reporting Requirements and Budget

Duration of Contract: 27 September to 30 December 2013.

Payment for professional research services will be made in five installments:

First installment (10%): upon completion of research design and training of research team in collaboration with the UNDP (from 27 September to, latest, 15 October 2013)



Second installment (20%): upon completion of research in Mandalay Region in accordance with the detailed description below (by 25 October 2013, latest)

Third installment (20%): upon completion of research in Shan State in accordance with the detailed description below (by 15 November 2013, latest)

Fourth installment (20%): upon completion of research in Ayeyarwady Region in accordance with the detailed description below (by 15 December 2013, latest)

Fifth installment (30%): upon completion of validation meetings and draft research report in accordance with the detailed description below (by 30 December 2013, latest)

3. Description of Research Services

Phase I (September – October 2013)

- Contribute to the design of village-level research methods and logistics planning and assume responsibility for the implementation of the research strategy in 18 wards/villages, following agreed ethical and technical guidelines. This will include individual interviews and focus group discussions, documenting the range of legal problems faced by specified categories of respondents, pathways and barriers to justice, and an exploration of opportunities to strengthen access to justice and the rule of law. A minimum total of 45 individual interviews (15 in each of the three areas) will be conducted to explore individual cases related to accessing justice.
- Participate in the design and implementation of a (minimally) 4-day joint UNDP-research company training for a 14-member research team, including 12 researchers hired by the company and 2 researchers hired by the UNDP, assuming responsibility for ensuring that its research team has sufficient capacity to carry out the research on the basis of prior experience and the joint training programme. The UNDP will take final responsibility for the content and delivery of this training. The company will provide translation services as necessary during the training period to ensure that its research team fully understands the content of the training.
- Ensure that research tools developed as a result of the joint training programme are translated into Myanmar language.

Phase II (September – November 2013)

- Based on explicit agreement reached with the UNDP A2J Team Leader, carry out agreed research plan (including agreement on final set of research tools and target respondents for the research) in 18 wards/villages, six from each of the three selected States/Regions.
- Proactively participate in debriefing sessions carried out with the research teams throughout the period in accordance with the research plan, in order to support the research teams, clarify doubts, identify gaps or weaknesses in the research strategy, and respond appropriately.

- Ensure that complete field notes are maintained by researchers. A copy of these notes will be provided to the UNDP. The company is not required to provide a translation of these notes, but must ensure that they are legible.
- Throughout the research period, ensure that written summaries of key findings are provided in English to the UNDP Team Leader in accordance with an agreed timetable, to be further elaborated in Phase III.
- Monitor compliance with ethical guidelines, taking immediate action to avoid any harm to participants or researchers, and reporting any ethical issues to the UNDP Team Leader.

Phase III (November – December 2013)

- Participate in the completion of a first draft report by 10 December in English of the research findings, ensuring that it reflects the original findings as reported in local languages and recorded in researcher field notes.
- Ensure that two members of the company's research team are able to participate in validation meetings held during 3-day visits to the three States/Regions in accordance with a timetable to be agreed with the Team Leader.

4. Qualifications

The research team contracted by the UNDP will meet the following criteria:

- **Leadership and organization.** The company will be led by experienced and professionally qualified social science researchers with demonstrated management capacity.
- **Experience.** The company will demonstrate the capacity to design and implement social science research methodology and be able to provide examples of published research regarding the exercise of authority at the village level, including the use of focus group discussions and individual interviews with citizens and public authorities.
- **Area Focus.** The company will have relevant research experience and local knowledge in at least two of the three UNDP areas focuses: Shan State, Mandalay Region, and Ayeyarwady Region
- **Professionalism.** The company will ensure that the composition of research team members who have received training from UNDP will be the same team carrying out research in the three UNDP focus areas. The company will also ensure that research team members will only be working in relation to UNDP's Mapping Initiative when carrying out fieldwork for the duration of the research.