



**Contract for Professional Services**

between

**UNDP Myanmar**

and

**Macfarlane Burnet Institute for Medical Research and Public Health**

February 2014

*P.*

*[Signature]*

United Nations Development Programme

Sustainable human development

Date 17 February 2014

Dear Sir/Madam,

**Ref.: 2014/ PROC/UNDP-MMR/006**  
**[Project ID.000086606, Development Effectiveness]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your organization, Macfarlane Burnet Institute for Medical Research and Public Health, Melbourne, Australia, duly incorporated under the Laws of Australia (hereinafter referred to as the "Contractor") in order to perform services in respect of the Study on the Socio-Economic Impact of HIV at the Household Level in Myanmar (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 [ref. UNDP Myanmar Request for Proposal dated 11 October 2013], attached hereto as Annex II;
  - c) the Contractor's technical proposal dated 31 October for the Study on the Socio-Economic Impact of HIV at the Household Level in Myanmar, documents 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
San Shwe	Task Manager	Myanmar	17 February to 12 December 2014
Dr. Benjamin Coghlan	Senior Expert	Australian	17 February to 12 December 2014
Dr. Poe Poe Aung	Junior Expert	Myanmar	17 February to 12 December 2014
Dr. Phone Myint Win	Management Advisor/Country Representative	Myanmar	17 February to 12 December 2014
Aung Lwin	Finance Manager	Myanmar	17 February to 12 December 2014
Kyu Kyu Than	Liaison Advisor & Dissemination Coordinator	Myanmar	17 February to 12 December 2014
Dr. Claire Ryan	Quality Assurance Manager	Australian	17 February to 12 December 2014
Dr. Thet Tin Tun	Community Liaison/Field Supervisor	Myanmar	17 February to 12 December 2014
Naw Tin Tin Mar	Community liaison/Field Supervisor	Myanmar	17 February to 12 December 2014
Damien McCarthy	Database Manager	Australian	17 February to 12 December 2014

- 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
Draft survey instruments including research methodologies	Not later than 31 March 2014
Finalized survey instruments including research methodologies and sampling incorporating the results of stakeholder interviews	Not later than 30 April 2014
Completed data set of the field study conducted in selected townships in 14 Regions and States	Not later than 12 August 2014
Draft report completed in cooperation with the international consultant	Not later than 12 November 2014
Presentation slides on survey results to be disseminated at the launch event and participation in the event	Not later than 12 December 2014

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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 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 180,046 (United States Dollar One Hundred Eighty Thousand and Forty Six 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	TARGET DATE	AMOUNT (USD)
Draft survey instruments including research methodologies	Not later than 31 March 2014	27,007
Finalized survey instruments including research methodologies and sampling incorporating the results of stakeholder interviews	Not later than 30 April 2014	63,016
Completed data set of the field study conducted in selected townships in 14 Regions and States	Not later than 14 August 2014	18,005
Draft report completed in cooperation with the international consultant	Not later than 14 November 2014	36,009
Presentation slides on survey results to be disseminated at the launch event and participation in the event	Not later than 14 December 2014	36,009

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.

5. Submission of invoices

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

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

- 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:

**Name of Bank: National Australia Bank**  
**Account Number: MBIFMUSD01**  
**Swift Code: NATAAU3303M**  
**Account Name: The Burnet Institute**  
**Address of Bank: Level 2, 151 Rathdowne Street, Carlton, Victoria, Australia, 3053**

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 17 February 2014 and shall complete the Services not later than 12 December 2014 of such commencement.

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 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:

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Name: UNDP Myanmar
Address: No. 6, Natmauk Road, Yangon 11181, Myanmar Attn: The Deputy Resident Representative (Operations) Tel: 95 1 542910-9, Fax: 951 544531,545634

For the Contractor:

Name: Macfarlane Burnet Institute for Medical Research and Public Health
Address: 85 Commercial Road, Melbourne, Australia 3004 Attn: Mark Tennent, General Manager, Centre for International Health Tel: +61 3 9282 2111, Fax: +61 3 9282 2100

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,

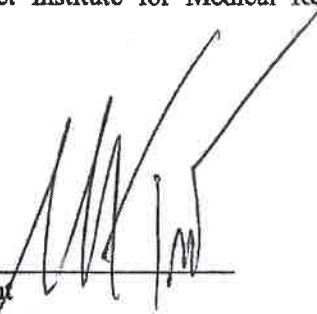


Thuy Hang To  
Deputy Resident Representative (Operations)  
UNDP Myanmar

For Macfarlane Burnet Institute for Medical Research and Public Health, Melbourne, Australia

Agreed and Accepted:

Signature



Name: Mark Tennent  
Title: General Manager  
Centre for International Health  
Burnet Institute, Melbourne, Australia

Date: 18/2/2014