INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Country: Serbia


Project name: The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC)

Period of assignment/services (if applicable): February 2020 - December 2020

Proposal should be submitted at the following address: http://www.rs.undp.org/content/serbia/en/home/operations/jobs.html no later than 14 January 2020.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. The procuring UNDP entity 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 South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC) is a joint initiative of the UNDP and the Regional Cooperation Council (RCC). As such, it is an integral part of UNDP’s work in the Europe and the Commonwealth of Independent States (ECIS) region and has, since 2002, worked primarily to strengthen the capacities of national and regional stakeholders to control and reduce the proliferation and misuse of small arms and light weapons, and thus contribute to enhanced stability, security and development in South East and Eastern Europe. SEESAC also has a distinguished record working closely with national Ministries to mainstream gender equality and this aspect will remain central to the programme.

The overall objective of the project is to contribute to international peace and security by combatting the threat posed by the widespread accumulation and illicit trafficking in small arms and light weapons and their ammunition in and from SEE. At the same time, it enhances regional stability by working within the framework of the RCC and in partnership with other relevant initiatives. The project is

* References to Kosovo shall be understood to be in the context of Security Council Resolution 1244 (1999).
directly contributing to the implementation of the EU Security Strategy, the EU SALW Strategy, the EU Firearms Strategy, the Arms Trade Treaty, the UN Programme of Action, the International Tracing Instrument, UN Firearms Protocol, UN Security Council Resolution 1325 and will specifically enhance regional cooperation in combating the threat posed by the spread of SALW and their ammunition. Specifically, the project is contributing to the implementation of the South East Europe Regional Implementation Plan Combatting the Proliferations and Impact of Small Arms and Light Weapons and the Roadmap for a sustainable solution to the illegal possession, misuse and trafficking of Small Arms and Light Weapons (SALW) and their ammunition in the Western Balkans by 2024. The project results are also directly contributing to the implementation of the Sustainable Development Goal 16 on peaceful and just societies, in particular targets 16.1 (Significantly reduce all forms of violence and death rate everywhere) and 16.4 (significantly reduce illicit arms flows).

SEESAC is implementing the Council Decision 2016/2356 in support of SEESAC disarmament and arms control activities in South-East Europe in the framework of the EU Strategy to combat illicit accumulation and trafficking of Small Arms and Light Weapons (SALW) and their ammunition, adopted on 19 December 2016, and the Council Decision 2018/1788 in support of the implementation of the Regional Roadmap on combating illicit arms trafficking in the Western Balkans. In addition to this, SEESAC has initiated the implementation of the second phase of the Strengthening of Regional Cooperation on Gender Mainstreaming in Security Sector Reform in the Western Balkans project. The project facilitates regional cooperation on gender equality in the military and further strengthens the capacities of the Ministries of Defense and the Armed Forces for implementation of gender responsive policies. These initiatives continue to strengthen safety and security through regional cooperation in South East Europe.

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

Under the overall guidance of SEESAC Regional Cooperation Coordinator, the 3 AVMP Junior Consultants will be expected to perform the following tasks:

1. Monitor online and print media and relevant websites to capture articles and collect data related to firearms incidents covering the period from 1 February 2020 – 27 December 2020 in:
   - Albania and Kosovo* (to be covered by one AVMP Junior Consultant);
   - North Macedonia (to be covered by one AVMP Junior Consultant);
   - Moldova (to be covered by one AVMP Junior Consultant).
2. Populate the AVMP with the 2020 (up to 27 December 2020) firearms incidents related data.

For detailed information, please refer to Annex 1

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

I. Academic Qualifications:

- Graduated or final year of University or MA in social sciences.

II. Years of experience:
- Research and analytical skills and previous experience with research projects (including through university projects) in the areas: arms control, citizen security, arms violence prevention.

III. Competencies:

- Proficient in using computer/internet.
- Demonstrate very good oral and written communication skills and attention to details.
- Display cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Evidence of ability to work independently and in team.
- Proficiency in English and Macedonian for the Junior Consultant covering North Macedonia.
- Proficiency in English and Albanian for the Junior Consultant covering Albania.
- Proficiency in English and Romanian for the Junior Consultant covering Republic of Moldova.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS

Interested individual consultants must submit, via UNDP Website: UNDP in Serbia under section “Jobs” no later than 14 January 2020, the following documents/information to demonstrate their qualifications:

- Personal CV in English language containing date of birth, contact information (home address, phone number, e-mail) and timeline of work experience (including description of duties).
- Offeror’s Letter (only PDF will be accepted) confirming Interest and availability for the Individual Contractor (IC) Assignment. Offeror’s Letter can be downloaded from the following link: http://www.undp.org.rs/download/ic/Confirmation.docx
- The Offeror’s letter must also include:
  - Cover Letter – Explaining why you are the most suitable for the work.

The shortlisted candidates may be asked to provide copies of diplomas and any other certificates providing evidence of their education and experience in relevant fields.

5. FINANCIAL PROPOSAL

- Lump sum contracts
The financial proposal shall specify a total lump sum amount in USD, for each deliverable as per TOR. Payments are based upon output, i.e. upon delivery of the services specified in the TOR. The financial proposal should be provided in the Breakdown of Cost by Deliverables table in the Offeror’s Letter.

6. EVALUATION

Individual consultants will be evaluated based on the following methodologies:

1. Lowest price and technically compliant offer

When using this method, the award of a contract should be made to the individual consultant whose offer has been evaluated and determined as both:
a) responsive/compliant/acceptable, and

b) offering the lowest price/cost

“responsive/compliant/acceptable” can be defined as fully meeting the TOR provided.

2. Cumulative analysis

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 49 point would be considered for the Financial Evaluation

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<tr>
<th>Criteria</th>
<th>Weight</th>
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<td><strong>Technical</strong></td>
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<td><strong>Financial</strong></td>
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ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)
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 report such instructions to UNDP immediately. 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 he/she or he has not and shall not offer any direct or indirect benefit, advantage, or other gain 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 forth in the Secretary-General’s bulletin ST/GPB/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/GPB/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 the 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 or furnished by 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 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 shall be provided to the other ("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. The Recipient shall use the Information only 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 disclose any Information, or cause such Information to be disclosed, where the purpose for which it was disclosed by the Discloser to 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 by UNDP, the Individual contractor shall be responsible for all such travel and accommodation expenses and shall be entitled to be reimbursed for such expenses in accordance with UNDP policies and procedures. The Individual contractor shall be entitled to such medical services as may be necessary during the performance of the Contract. The Individual contractor acknowledges that no representation is given or implied with respect to the health and safety of the Individual contractor.”
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. FORCE MAJEURE: 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 be the sole and exclusive responsibility of 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.

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, however arising, whether or not the same result from the negligence of the Individual contractor, or its agents, servants, employees, subcontractors, joint venturers, or others, while carrying on its business, or in the performance of the services carried on under the Contract, and shall, if necessary, procure, defend, or settle any claim, suit or action for damages by any person, corporation, or government, or against any person, corporation, or government, in any case or cases in which UNDP may be made a defendant, or in which the Individual contractor, or any of its agents, servants, employees, subcontractors, joint venturers, or others, may be made a defendant or liable, or in connection with the performance of the Contract or any part thereof. UNDP shall be notified in writing by the Individual contractor of any occurrence or 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 have been incurred as of the date of the notice. 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 God, an act of war, blockages, embargoes, control, restrictions, duties or charges, war, invasion, civil unrest, 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.

10. CONTRACT AND 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 or other form of dispute resolution below or other form of conciliation or arbitration shall not constitute 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 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 the Individual contractor shall as follows: (a) immediately cease all work; (b) the Individual contractor shall promptly remove all equipment, property, and materials furnished under the Contract; (c) the Individual contractor shall forthwith cease all work and 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.

11. 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 party at any time.

12. 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 provided for 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.