INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date 31st March 2017

Country: Serbia
Description of the assignment: Junior Communications Consultant
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): April 2017 – 19 April 2018
Contract Type: Individual Contract


Any request for clarification must be sent by standard electronic communication to the e-mail [vacancy.rs@undp.org](mailto:vacancy.rs@undp.org). The procuring UNDP entity will respond by standard electronic mail and will send response, including an explanation of the query without identifying the source of inquiry, to all consultants.

1. BACKGROUND

a. Purpose

The purpose of this consultancy is to provide support in the implementation of the EU Council Decision (CFSP) 2016/2356 in support of SEESAC disarmament and arms control activities in South East Europe.

b. Objective

SEESAC is seeking to recruit a Junior Communications Consultant to assist in the implementation of communications activities that will lead to increasing awareness on the dangers posed by the possession of illicit firearms, ammunition and explosives; and better visibility of EU support to SEESAC through the CD (CFSP) 2016/2356.
c. Background Information

The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC)\(^1\) 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\(^2\). SEESAC also has a distinguished record working closely with national Ministries to mainstream gender equality and this aspect will remain central to the programme.

Going forward, SEESAC will maintain its long-standing work in South East Europe (SEE) the small arms and light weapons (SALW) and gender equality in security sector reform fields, under the framework of the RCC. The programme will continue and, where possible, scale up the innovative work it has pioneered in fostering confidence between rule of law providers within southeast Europe, as well as in the fields of innovation, security and technology. In addition, SEESAC will increasingly focus on sharing the capacity it has developed over the years through line ministries and UNDP offices in order to address community and other security needs - arms control, mine action, border management, community policing and export control – beyond the sub-region, and provide guidance on introducing gender equality into the security sector.

On 19 December 2016 the Council of the European Union passed the Council Decision (CFSP) 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 SALW and their ammunition for the period of three years. South East Europe remains an area of particular concern as well as an important challenge in the European Union Strategy to combat illicit accumulation and trafficking of small arms and light weapons and their ammunition. While significant progress has been made in recent years, the sheer scale of accumulation of SALW and ammunition, the inadequate storage conditions, large illicit possession, as well as policy making and implementation capacity gaps continue to limit the effectiveness of SALW control efforts. Therefore, in order to ensure the continuous progress, secure the gains and pave the way for a long term solution, the continuation of support to combat the threat posed by the spread and illicit trafficking in SALW in and from SEE forms an essential part in its efforts to achieve the EU SALW Strategy goals.

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 will enhance regional stability by working within the framework of the RCC and in partnership with other relevant initiatives. Specifically, the project will increase regional cooperation, knowledge exchange and information sharing and lead to enhanced capacity for evidence-based policy making; improve capacities for physical security and

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\(^1\) SEESAC functions under the mandate given to it by the United Nations Development Programme (UNDP) and the Regional Cooperation Council (RCC).

\(^2\) The countries and territories covered by SEESAC and its mandate include: Albania, Bosnia and Herzegovina, Kosovo* (References to Kosovo shall be understood to be in the context of Security Council resolution 1244 (1999)), Moldova, Montenegro, Serbia, the former Yugoslav Republic of Macedonia.
stockpile management through infrastructure security upgrades, surplus reduction, and training; enhance capacity for marking, tracing and record-keeping; and reduce illicit possession and misuse of firearms through awareness-raising and collection campaigns.

The implementation of the project is grounded in the Regional Implementation Plan on Combatting the Proliferation of SALW and will result in increased security and stability in SEE and beyond, addressing the spread and illicit trafficking of SALW and their ammunition. The project will directly contribute 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. The project results will also directly contribute 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). In addition, the project will support the implementation of the European Commission Action Plan to target the illicit trafficking of firearms and explosives in the EU.

The new phase of the SEESAC project builds upon the achievements under Council Decision 2013/730/CFSP and will focus on four main areas, maintaining the holistic approach to tackling the threat posed by SALW in the region. The four areas address the policy level as well as the operational aspects, combining more traditional SALW control approaches with a focus on law enforcement capabilities and networking by looking at the main threats (large poorly secured stockpiles, lack of information, increase in illicit trafficking, widespread illicit possession). In particular, the project will result in: Increased regional cooperation, knowledge exchange and information sharing, leading to enhanced capacity for evidence based policy making; Improved capacity for physical security and stockpile management through infrastructure upgrades, surplus reduction and training; Enhanced capacity for marking, tracing and record keeping; and Reduced illicit possession and misuse of firearms through support for awareness-raising and collection campaigns.

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

Under the overall direction of SEESAC Coordinator, Junior Communications Consultant will be expected to perform the following tasks:

- Follow traditional and social media and collect articles on SALW control in South-East Europe;
- Maintain and update SEESAC knowledge exchange platform (KEXP), including formatting of existing and new content and uploading of meeting materials (SALW Commissions and SEEFEN) videos, photos, accompanying texts;
- Draft and oversee design of SEESAC’s visibility and communication material (social media posts, news items, reports, leaflets, infographics, newsletters);
- Proof read and copy edit SEESAC’s visibility, communication material and knowledge products;
- Based on the desk research, prepare inputs, collect relevant information and analyse arms control related activities and trends.

The following deliverables will be required from the Junior Communications Consultant:
<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Deadline</th>
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<tbody>
<tr>
<td>Traditional and social media in South East Europe followed. Up to 100 media articles on small arms and light weapons selected, shared, and archived.</td>
<td>Monthly</td>
</tr>
<tr>
<td>SEESAC KEXP maintained and updated, including formatting of existing and new content and uploading of videos, photos, accompanying texts. Up to 10 uploads on the KEXP.</td>
<td>Monthly</td>
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<tr>
<td>SEESAC’s visibility and communication material drafted and design overseen</td>
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<tr>
<td>Up to 8 social media posts</td>
<td>Weekly</td>
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<tr>
<td>Up to 2 news-items</td>
<td>Weekly</td>
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<tr>
<td>Up to 3 reports</td>
<td>Annually</td>
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<tr>
<td>Up to 3 leaflets</td>
<td>Annually</td>
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<tr>
<td>Up to 3 infographics</td>
<td>Annually</td>
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<td>Up to 12 Prezi’s</td>
<td>Annually</td>
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<tr>
<td>Up to 6 newsletters</td>
<td>Annually</td>
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<tr>
<td>Inputs and briefings prepared, relevant information collected, arms control related activities and trends analysed</td>
<td></td>
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<tr>
<td>Up to 3 briefings</td>
<td>Quarterly</td>
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<tr>
<td>Knowledge products proof read and copy edited. Up to 5 knowledge products (up to 50 pages) proof read and copy edited.</td>
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3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

**Competencies**

- Excellent understanding and knowledge of traditional media, avid news consumer.
- Good understanding of current trends related to the arms control.
- Excellent understanding and knowledge of social media.
- Strong oral and especially strong written communication skills.
- Ability to express ideas clearly; to work independently and in teams.
- Strong research skills.
- Proficiency in Microsoft Office Suite and internet research tools.
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
Qualifications

- A first degree in social science. An advanced degree will be an advantage.
- Prior experience in: communications (monitoring, analysing media, compiling data and drafting reports; maintaining corporate social media); maintaining online platforms and websites; quality assurance of various reports and written texts (proofreading, copy editing and editing); research and political analysis (collection of data and drafting reports).
- Experience in website maintenance and various CMS (Content Management Systems).
- Knowledge of international framework related to arms control.
- Excellent understanding of the political situation in the Western Balkans.
- Proficiency in English, both spoken and written; knowledge of another South East European language is an asset.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Application Procedure:

Qualified and interested candidates are asked to submit their applications via UNDP Web site: UNDP in Serbia under section “Jobs” no later than 17th April 2017.

Applications should include:

- P11 (only PDF will be accepted) containing e-mail contacts of at least three referees (section 26 & 29). P11 may be downloaded at: http://www.undp.org.rs/download/ic/P11.doc;
- Offeror’s Letter (only PDF will be accepted) confirming Interest and availability to the task described herein. Can be downloaded from the following link: http://www.undp.org.rs/download/ic/Confirmation.docx.

5. FINANCIAL PROPOSAL

- **Lump sum contracts**

  Individual Contractor financial proposal should reflect the cost of each deliverable as per the Terms of reference as per below table:

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Unit</th>
<th>USD</th>
<th>Total for the whole duration of the contract in USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional and social media in South East Europe followed. Up to 100 media articles on small arms and light weapons selected, shared, and archived per month.</td>
<td>Per month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEESAC KEXP maintained and updated, including formatting of existing and new content and uploading of videos, photos,</td>
<td>Per month</td>
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</tbody>
</table>
accompanying texts.
Up to 10 uploads on the KEXP, per month.

SEESAC’s visibility and communication material drafted and design overseen:

- Up to 8 social media posts per week  Per week
- Up to 2 news item per week  Per week
- Up to 3 reports per year  Per report
- Up to 3 leaflets per year  Per leaflet
- Up to 3 infographics per year  Per infographic
- Development of Prezi, up to 12 per year  Per Prezi
- Up to 6 newsletters per year  Per newsletter

Inputs and briefings prepared, relevant information collected, arms control related activities and trends analysed, up to 3 briefings per three months’ period.  Per briefing

Knowledge products proof read and copy edited. Up to 5 knowledge products (up to 50 pages) proof read and copy edited, per year  Per knowledge product

Any travel by the individual contractor within the scope of agreed activities must first be agreed with and cleared by the SEESAC Coordinator. If approved all travel related expenses including travel, DSA and terminals (when applicable) will be covered by the project.

The payments will be executed upon delivery of monthly reports and approval of SEESAC Coordinator.

6. EVALUATION

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 points would be considered for the Financial Evaluation.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Max. Point</th>
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</thead>
<tbody>
<tr>
<td><strong>Technical</strong></td>
<td>70%</td>
<td>70 points</td>
</tr>
<tr>
<td>• Criteria A</td>
<td></td>
<td>25</td>
</tr>
<tr>
<td>Professional experience in communications; maintaining online platforms and websites; quality report writing, (proofreading, copy editing and editing);</td>
<td></td>
<td></td>
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<td>• Criteria B</td>
<td></td>
<td>25</td>
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<tr>
<td>Experience in website maintenance and various CMS (Content Management Systems)</td>
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<td>• Criteria C</td>
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<td>20</td>
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<tr>
<td>Understanding of international framework related to arms control</td>
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<tr>
<td><strong>Financial</strong></td>
<td>30%</td>
<td>30 points</td>
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**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 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 he or she 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 forth in the Secretary-General's bulletin ST/SG/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/SG/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 and 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. The Individual contractor shall disclose such materials and agree to the assignment of all such intellectual property and other proprietary rights to UNDP. The Individual contractor shall ensure that all such materials are made available in a form that is suitable for use by UNDP.

4. PERFORMANCE: The Individual contractor shall perform the work and provide the services specified in the Contract, and shall be responsible for the successful completion of the work specified in the Contract. The Individual contractor shall use every reasonable effort to complete the work in the time specified in the Contract, and shall ensure that the work is performed in accordance with the standards of performance and quality specified in the Contract.

5. CONCLUSION AND TERMINATION: The Contract may be terminated by either party in accordance with the provisions of the Contract. On termination of the Contract, the Individual contractor shall forthwith return to UNDP all documents and materials furnished by UNDP in connection with the performance of the Contract, and shall make available to UNDP all records, books, documents and other materials relating to the performance of the Contract.

6. CONFIDENTIALITY: The Individual contractor agrees to keep confidential all information received from UNDP in connection with the performance of the Contract, and shall not disclose such information to any third party without the prior written consent of UNDP, except as required by law or as necessary for the performance of the Contract.

7. LEGAL REMEDIES: In the event of any breach of the provisions of this Agreement, UNDP may seek all legal remedies available to it, including, but not limited to, termination of the Contract, liquidated damages, and any other remedies provided by law. UNDP may also seek specific performance, injunctive relief, and any other equitable remedies available to it.

8. GOVERNING LAW: The Contract shall be governed by and construed in accordance with the laws of the United Nations, as specified in the Charter of the United Nations.

9. ARBITRATION: Any dispute arising out of or relating to the Contract shall be settled by arbitration in accordance with the rules of the United Nations, as specified in the Charter of the United Nations.

10. ENTIRE AGREEMENT: The Contract contains the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties relating to the subject matter of the Contract.

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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 policies available upon request of the contractor. The terms and 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, at all times, be solely responsible for all services and undertakings 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 him in the performance of the Contract, which give rise to legal liability to any third party, to the extent of all such liability, and to the full extent of any such liability, 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 therefrom to the extent of the insurance.

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 claims 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 written notice of such facts and full details 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 submit to UNDP a statement to UNDP of the 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 procedures shall not delay the effectiveness of notice of termination. The Contract shall continue to be in effect until the 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 they reasonably determine to be necessary, or that they reasonably determine to be advisable or expedient, 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’s sole responsibility for taxes, duties or other similar charges shall not be limited by the fact that 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.

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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 shall, 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.

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February 2012