INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 24 June 2020

Country: Serbia

Description of the assignment: Pooled Funding Coordination Consultant

Project name: Support to the Implementation of 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

Period of assignment/services (if applicable): 10 September 2020 – 9 September 2021

Proposal should be submitted at the following address:

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

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 SALW, and thus contribute to enhanced stability, security and development in South Eastern 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 Roadmap for a sustainable solution to the illicit possession, misuse and trafficking of SALW and their ammunition in the Western Balkans, by 2024 was developed by the Western Balkans jurisdictions, under the auspices of the Governments of Germany and France, in coordination with the EU, and with SEESAC’s support, and was adopted at the Western Balkans Summit, in London, on 10 July 2018. The Roadmap envisages the Western Balkans as a safer region and an exporter of security where comprehensive and sustainable mechanisms, fully harmonized with the EU and other international standards, are in place to identify, prevent, prosecute, and control the illegal possession, misuse and trafficking of firearms, ammunition and explosives. It is based on regional cooperation principals and it draws upon SEESAC’s signature solution to arms control resulted from over a decade of work on all arms control related aspects with governments in the region and in partnership with the EU.

Within the framework of the UNDP Regional Programme for Europe the CIS 2018-2021 aiming at enhancing risk-informed development by supporting security and justice reform, including reducing the proliferation of SALW, the Roadmap contributes directly to the implementation of Sustainable
On 19 November 2018 the European Union (EU) passed the Council Decision (CFSP) 2018/1788 in support of SEESAC for the implementation of the Regional Roadmap on combating illicit arms trafficking in the Western Balkans, entrusting SEESAC with the coordination and monitoring role of the Roadmap.

Two funding mechanisms were established in support of the implementation of the Roadmap: 1) a regional project funded through the UNDP Funding Windows Trust Fund, and 2) the Western Balkans SALW Control Roadmap Multi-Partner Trust Fund.

1) The Regional Project Support to the Implementation of 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 was developed to contribute to the implementation of the Roadmap through dedicated projects in the field of SALW control implemented by a selected number of UNDP Offices in the 6 Western Balkans jurisdictions. The project is funded by the Government of Germany through its EUR 5.5 million contribution to the UNDP Funding Window Governance for Inclusive and Peaceful Societies for arms control activities, for the period 2019-2021. The overall coordination of the UNDP-implemented projects is performed through the regional component of this project. The regional component, led by SEESAC, facilitates information sharing and knowledge exchange across the region on encountered SALW control measures and challenges and enables monitoring of progress on the 8 UNDP-implemented projects.

2) At the same time, SEESAC facilitated the establishment of the Western Balkans SALW Control Roadmap Multi-Partner Trust Fund (MPTF) to ensure a donor coordinated approach in the implementation of the Roadmap. The Trust Fund enables a platform to strengthen coordination, planning and communication among the donors, implementing partners and national authorities, and develop synergies among different players involved in this programmatic area. It also reduces risks to governments and financial contributors through a comprehensive risk and results-based management system. The Governance Structure of the MPTF includes: Steering Committee (chaired by the UNDP); Secretariat (ensured by UNDP SEESAC); Administrative Agent (MPTF Office functioning under the pass-through management modality) and Participating Organizations (UNDP and UNODC). As the Trust Fund’s Secretariat, SEESAC is responsible for the overall coordination and monitoring of the Trust Fund, providing technical, management, planning and programming support to it. By June 2020, the Trust Fund had mobilized over US$11.4 million, and had four projects under implementation. A second call for proposals was launched in February 2020, the evaluation process being ongoing.

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

Under the overall direction of the UNDP SEESAC Project Manager, the consultant is expected to:

Support the implementation and coordination of the two funding mechanisms (i.e. the Regional Project, and the Western Balkans SALW Control Roadmap Trust Fund):
- Under the supervision of the Chair of Trust Fund Secretariat and the Regional Project Manager, ensure that the decision made by the governing bodies of the two funding mechanisms are implemented correctly and in a timely manner;
- Contribute to the effective implementation of calls for project proposals, from preparing the
guidelines of the call, to supporting the evaluation process and maintaining communication with the applicants;

- Prepare consolidated quarterly and annual progress reports, in line with the relevant reporting requirements;
- Prepare the necessary documentation for the meetings of the decision-making bodies governing the Regional Project and the Western Balkans SALW Control Trust Fund;

**Support the monitoring and evaluation of the two funding mechanisms:**

- Monitor the implementation of the projects funded through the Regional Project and the Western Balkans SALW Control Roadmap Trust Fund, overseeing that the projects are on track with their planned results and highlighting any issues in implementation;
- In collaboration with SEESAC team members, provide assistance and guidance to the projects implemented through the Regional Project and the Trust Fund, ensuring that projects respect the requirements of the pooled funding mechanisms, and that they deliver high-quality results;
- Support the preparation and implementation of the planned evaluations;

**Provide support to partnerships, communication and resource mobilization:**

- Maintain communication with all stakeholders involved in the implementation of the Regional Project and the MPTF, including UNDP Office in the Western Balkans, UNODC, donors and the UN MPTF Office;
- Support resource mobilization activities, including by elaborating information and communication materials for current and potential donors to the Trust Fund;
- Provide input on the progress made in the implementation of the Regional Project and the Western Balkans SALW Control Roadmap Trust Fund for SEESAC organized events, such as the Regional Roadmap Coordination Meeting;
- In collaboration with SEESAC’s Communications officer, promote online the activity of the Regional Project and the Trust Fund;
- Continually updated relevant information on SEESAC’s online knowledge exchange platform and the MPTF Office Gateway.

### 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

**Corporate competencies:**

- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Demonstrates integrity by modelling the UN’s values and ethical standards;
- Promotes the vision, mission, and strategic goals of UNDP.

**Functional competencies:**

- Understanding of the arms control field;
- Good research and analytic skills;
- Good knowledge of results-based management;
- Ability to express ideas clearly, to work independently and in teams;
- Proficiency in using Microsoft Office Suite.

**Education:**

- MA in political or social sciences or related field.

**Experience**

- Minimum 5 years of experience in project implementation, monitoring and reporting, in a development related field (democratic governance, human rights, poverty reduction, etc.);
- At least 2 proven records of managing grants or other competitive funding allocation modalities, including preparing guidelines for calls for project proposals, supporting and overseeing implementation, and monitoring and reporting;

*Reference to Kosovo should be understood to be in the context of the Security Council Resolution 1244 (1999)*
- Minimum 3 years of working experience in international development organizations in South East Europe;
- Experience in establishing or/and supporting the implementation of multi-donor trust funds will be an advantage;
- Working experience in area of disarmament and arms control will be an advantage.

Language skills
- Excellent knowledge of spoken and written English, knowledge of another language used in South East Europe would be 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 9 July 2020.

Application should include:
- 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 format will be accepted) confirming Interest and availability for the Individual Contractor (IC) Assignment. Can be downloaded from the following link: http://www.undp.org.rs/download/ic/Confirmation.docx

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:

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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<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Max. Point</th>
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<tbody>
<tr>
<td>Technical - Interview</td>
<td>70%</td>
<td>70 points</td>
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<tr>
<td>• Criteria A</td>
<td>Experience in project implementation, monitoring and reporting, in a development related field;</td>
<td>30</td>
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<td>• Criteria B</td>
<td>Experience managing grants or other competitive funding allocation modalities, including preparing guidelines for calls for project proposals, supporting and overseeing implementation, and monitoring and reporting;</td>
<td>30</td>
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<td>• Criteria C</td>
<td>Working experience in international development organizations in South East Europe;</td>
<td>10</td>
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<tr>
<td>Financial</td>
<td>30%</td>
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ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

*Reference to Kosovo should be understood to be in the context of the Security Council Resolution 1244 (1999)*
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 immediately inform UNDP thereof. The Individual contractor shall, at all times, in 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 Secretary-Official, 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 the annexes to this bulletin.

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or 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 treated as confidential and shall not be disclosed to the Individual contractor or an Individual contractor with UNDP with UNDP or an individual contractor with UNDP or the Individual contractor with UNDP, with whom confidentiality would be breached, UNDP shall provide such information to the Individual contractor or an Individual contractor with UNDP with UNDP or the Individual contractor with UNDP, with whom confidentiality would be breached, UNDP shall provide such information to the Individual contractor. Such information shall be provided by the Individual contractor to UNDP and shall be used solely for the purpose for which it was disclosed. The Individual contractor may disclose confidential Information to another party with the written consent of the Discloser, as set forth in the Recipient’s written consent, as set forth in the Recipient’s written consent of the Recipient’s.

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. However, provided that the Individual contractor shall not disclose Information to another party with the written consent of the Discloser, as set forth in the Recipient’s written consent of the Recipient’s.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor’s usual place of residence, and upon prior written agreement such travel shall require by the Individual contractor and UNDP, the Individual contractor shall, at the cost of UNDP, undertake all reasonable travel expenses incurred.

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor’s usual place of residence, and upon prior written agreement such travel shall require by the Individual contractor and UNDP, the Individual contractor shall, at the cost of UNDP, undertake all reasonable travel expenses incurred.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract or in any way related to the performance of the Contract, the Individual contractor shall be responsible for all claims arising out of or relating to such injury or illness.
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.

6.3 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 solely responsible for all services and obligations performed by him 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.

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 arising out of or in connection with 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 in furnishing the insurance arrangements, the Individual contractor shall, in any way, be construed to limit the Individual contractor’s liability arising under or relating to the Contract.

11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that may reasonably be attributable to the occurrence or cause of force majeure.

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, or event or cause, whether declared or not, such as an act of war, 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 cancellation or partial termination of the Contract shall be for one or more of the following reasons: (a) the Individual contractor is adjudged bankrupt or is 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 insolvent or bankruptcy 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, 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 the property of UNDP; (d) immediately perform the remaining obligations under the Contract; (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 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 or sources, at any time.

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.
16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor’s obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor’s obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

17. SETTLEMENT OF DISPUTES.

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

18. LIMITATION ON ACTIONS: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

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