



NORTH AMERICA REGIONAL OFFICE

SMALL CONTRACT FOR SERVICES

Ref. 00070009 Activity #3 - PO#135812

This Contract is made on 21st April 2009 between the United Nations Office for Project Services ("hereinafter referred as UNOPS"), and H John Heinz III Center for Science, Economics and the Environment, a company duly constituted under the laws of United States of America (hereinafter referred as "Contractor"). In consideration of the promises contained in this Contract and subject to the UNOPS Conditions of Services hereby incorporated by reference as Annex I, the Parties agree as follows:

1. SCOPE The Contractor shall perform services regarding a Background Analysis of REDD Regulatory Framework ("hereinafter referred as Services") as specified in the Statement of Work ("SOW") attached as Annex II and hereby incorporated by reference. Unless otherwise provided for in this Contract, the Contractor shall furnish all the technical and administrative support, human resources, materials and equipment necessary to complete the Services.

2. PERIOD The Contractor shall commence the performance of the Services on 21st April 2009 and shall complete the Services by 30th April 2009.

3. PRICE & PAYMENT In full consideration for satisfactory completion of the Services, UNOPS shall pay the Contractor a fixed contract lump-sum amount of \$29,500 US Dollars (Twenty Nine Thousand Five Hundred US). The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount above mentioned without the written agreement of UNOPS. The price of this contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the contract.

Payments shall be made according to the following milestones and schedule:

Upon completion receipt of first substantive draft with the required invoice	\$15,000
Upon completion and acceptance of the report by UNDP and clearance of the required invoice	\$14,500

4. INVOICES UNOPS shall effect payments to the Contractor after acceptance by UNOPS of the original invoice and one copy for the appropriate amount together with whatever supporting documentation may be required by UNOPS. Within thirty (30) days of receipt and acceptance of the invoice by UNOPS, payment shall be made to the following Bank account of the Contractor:

BANK NAME & ADDRESS: United Bank 1275 Pennsylvania Avenue N.W.	ACCOUNT NUMBER: 301002-6150 ABA: 05600445
--	--

5. SPECIAL CONDITIONS: Point 3 of the General Conditions has been modified in consultations with UNDP and UNOPS Legal as follows:

3-Intellectual Property Rights - UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the service provider shall take all necessary steps, execute all necessary



UNOPS

NORTH AMERICA REGIONAL OFFICE

documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law. The service provider is hereby granted a perpetual, fully paid-up and non-transferable license to said proprietary rights, subject to the condition in the following sentence. Products and materials produced by the service provider pursuant to the foregoing license shall include an express acknowledgement of UNDP's proprietary rights; if the service provider fails to include such acknowledgement, said products and materials shall be deemed to have been produced in violation of UNDP's proprietary rights

6. NOTIFICATIONS For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For UNOPS:

Roswitha Newels
Director, North America Office
UN Office for Project Services Att. Liliana Izquierdo
The Chrysler Building 405 Lexington Avenue Room 5161
New York, NY 10174, Ref 70009 Act #3 PO#135812
The Chrysler Building, 405 Lexington Avenue, Room 5161
New York, NY 10174 – Ref 70009 Act #3 PO#135812

For the Contractor:


Thomas W. Nichols
Vice-President for Finance &
Administration
H John Heinz III Center for Science,
Economics & the Environment
900 17th St. Suite 700, Washington DC
20006 - USA

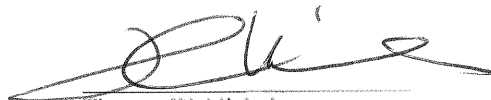
7. SUPERSEDING EFFECT This Contract supersedes all prior oral or written agreements, if any, between the Contractor and UNOPS, constituting the entire agreement with respect to the Service.

In witness of these terms and conditions, the parties execute this Contract.

For and on behalf of UNOPS:

For and on behalf of the Contractor:

Signature 
Name Margaret Chi
Title Team Leader, Development Group
North America Office


Thomas W. Nichols
Vice-President for Finance &
Administration/CFO
H John Heinz II Center for Science,
Economics & the Environment

Date 26/4/09.

28/4/09



UNOPS

NORTH AMERICA REGIONAL OFFICE

ANNEX I - UNOPS CONDITIONS OF SERVICES

1-Contractor's Status In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor its employees are the employees of UNOPS. The Contractor assumes all liabilities or obligations imposed by any law or regulation with respect to such employees. The Contractor shall not have the authority to create any obligation on behalf of UNOPS and shall not represent itself as an agent, employee or in any other capacity of UNOPS. The Contractor shall be responsible for the professional and technical competence of its employees, who shall be expected to respect local customs and conform to a high standard of moral and ethical conduct.

2-Damage to Persons and Property The Contractor shall indemnify and hold harmless UNOPS, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of this Contract.

3-Intellectual Property Rights All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, except pre-existing materials, publicly or privately owned, collected or prepared as a consequence of or in the course of the performance of this Contract, shall become the sole property of UNOPS. The Contractor shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Contractor's performance.

4-Confidentiality All maps, drawings, plans, reports, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of UNOPS, shall be treated as confidential and shall be delivered only to the duly authorized representative of UNOPS on completion of the Services.

5-Advertising The Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed services for UNOPS or use the name, emblem or official seal of UNOPS or the United Nations or any abbreviation of the name of UNOPS or the United Nations for advertising purposes or any other purposes.

6-Modifications Any modification or change to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNOPS.

7-Sub-contracting and Assignment of Contract The Contractor shall not sub-contract the Services or otherwise assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract.

8-Termination UNOPS may terminate this Contract for cause or convenience in the interest of the UNOPS upon not less than fourteen (14) days written notice to the Contractor. Upon termination of this Contract, the Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum. Unless such termination has been occasioned by the Contractor's breach of this Contract, the Contractor shall be entitled to be paid for the part of the Services satisfactorily completed as of the date of termination, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.



NORTH AMERICA REGIONAL OFFICE

9-Privileges and Immunities Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNOPS is an integral part.

10-Settlement of Disputes Any controversy or claim arising out of or in connection with provision of this Contract or any breach thereof, shall, unless resolved through direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules then in force. UNOPS and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.



UNOPS

NORTH AMERICA REGIONAL OFFICE

ANNEX II – STATEMENT OF WORK

Contractual Services: Background Analysis of REDD Regulatory Frameworks

Lump Sum : US\$29,500 – PO# 135812

Duration of Contract : 1-30 April 2009

Background

The UN-REDD Programme

Deforestation results in immediate release of the carbon originally stored in the trees as CO₂ emissions (with small amounts of CO and CH₄), especially when trees are burned or through the decay of organic matter. The IPCC WGIII (2007) estimated emissions from deforestation in the 1990s to be at 5.8GtCO₂/yr. It is now recognized that deforestation – mainly in the tropics – accounts for approximately 18% of global emissions of CO₂. Forest degradation also makes a significant contribution to emissions from forest ecosystems. Therefore there is an immediate need to make significant progress in reducing deforestation, forest degradation, and associated emission of GHGs. According to the IPCC WGIII (2007), the new sequestration of carbon in the terrestrial system and the management of GHG emissions from agriculture and other land use will also play a crucial role in climate change mitigation.

In response to the UNFCCC agenda item on “Reducing emissions from deforestation in developing countries and approaches to stimulate action” and the COP13 Decision 2/CP.13, requests from countries and with the encouragement of the Government of Norway – which pledged more than US\$2.5b over 5 years in support of REDD – FAO, UNDP and UNEP have developed a collaborative REDD programme (UN-REDD Programme). The UN-REDD Programme aims to assist forested developing countries and the international community to gain experience with various risk management formulae and payment structures. The aim is to generate the requisite transfer flow of resources to significantly reduce global emissions from deforestation and forest degradation. The immediate goal is to assess whether carefully structured payment structures and capacity support can create the incentives to ensure *actual, lasting, achievable, reliable* and *measurable* emission reductions while maintaining and improving the other ecosystem services forests provide.

Part of the UN-REDD Programme includes a \$7m Global Programme of International Support Functions. Within the Global Programme, UNDP is responsible for providing improved analytical and technical framework for REDD decision makers (see Output 3.1). As part of this work, UNDP intends to undertake the following in 2009:

- Background analysis and reviews
 - Review issues related to conflict resolution and access to justice
 - Review issues related to decentralisation and institutional reform
 - Analyse the policy and legislative implications of establishing national REDD frameworks
 - Establish links to other related programmes active in relevant endeavours
-

The Relevance of Legislative Frameworks

There are many steps to readiness, including:

- Establishing the infrastructure and expertise to collect (through remote-sensing using satellites and through on-the-ground surveying) and analyse terrestrial carbon data
- Agreeing methods to determine how much carbon is stored in a particular type of landscape and what happens to that carbon under different land uses
- Creating and auditing national terrestrial carbon inventories
- Effectively engaging those who depend on forests and those who depend on deforestation and forest degradation
- Establishing clear governance frameworks between national and regional governments
- Engaging local communities and protecting their rights and ensuring their participation in terrestrial carbon
- Undertaking a transparent process of clarifying rights to ownership and use of land, vegetation and carbon credits under domestic law
- Establishing credible and transparent systems and institutions to: measure terrestrial carbon; certify, verify and audit project- and national-level outcomes; monitor changes over space and time; produce national terrestrial carbon accounts; facilitate and oversee the stable, long-term disbursement of funds; and coordinate with international institutions
- Drafting regulations to establish terrestrial carbon registers, exchanges, dispute resolution and enforcement mechanisms, and regulatory oversight

Many of these steps will require a legislative basis, making legislative interventions potentially a critical element of 'Readiness' and the UN-REDD Programmes' 'Quick Start' National Joint Programmes. Moreover, a coherent, strong and effective regulatory platform is necessary to (i) implement national and sub-national policies and measures, and (ii) stimulate changes in the use of forest resources that achieve a reduction in emissions and increased sequestration. This is not only an essential building block for action on climate change mitigation, but also promotes sustainable development in and beyond the land use sector and promotes poverty reduction (especially through better governance and better use of agricultural and forest lands). This should be considered in the context of a country's overall climate change response and overall land management planning.

Deliverable

To ensure UNDP's activities related to Output 3.1 of the UN-REDD Global Programme is built on relevant existing work and experiences, The service provider is required to deliver a high level strategic analysis on:

- A desktop review of relevant existing work, including answering the following questions:
 - What are the models, and legislative and institutional approaches that countries have already implemented or begun implementing on LULUCF and/or REDD (e.g. Brazil, Guyana, Indonesia, PNG, New Zealand, Australia, and the USA) to get REDD ready?
 - How are such models and approaches supplemented by multilateral and bilateral initiatives (eg, the World Bank's Forest Carbon Partnership Facility and Australia's International Forest Carbon Initiative) and approaches to develop an early voluntary carbon market (eg, the VCS frameworks)?
 - How do these models and approaches differ at a practical and philosophical level?
 - What lessons can be taken from the early models and approaches (including successes and failures), and what action is required going forward to ensure that the models and approaches being adopted will assist in facilitating REDD as envisaged, or how does such early action need to be redirected?
 - What are the legal elements to be considered in implementing national legislation including institutional arrangements and requirements, what are the potential key legal barriers that need to be overcome, and what are some suggested methods to overcome them?
 - The review should consider the following:
 - How the above analysis is to be viewed from a government, multilateral and investors' perspective to ensure the framework will work.
 - What is required to stimulate demand for REDD credits should such frameworks be successfully designed and implemented.

UNDP (itself and through the UN-REDD Global Programme) will assist Service Provider (and subcontractors) obtain access to information and people relevant to the deliverables. The above review will be presented in formal strategic report format.

Other Issues*Duration*

A team of 10 experts will be involved in this assignment (estimated 59 hours) and the final product is to be completed during the month of April 2009. The work must be responsive to the

UN-REDD Programme's deadlines. An initial payment of \$15,000 will be made upon submission of the first substantive draft deliverable. Deliverables will be reviewed and accepted by UNDP's Senior Technical Advisor, REDD before final payment of \$15,000 is made, within one month of the deliverables being accepted by UNDP.

Competencies

Core values

- Demonstrates integrity and fairness by modeling UN values and ethical standards
- Demonstrates professional competence and is conscientious and efficient in meeting commitments, observing deadlines and achieving results
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability

Core competencies

- **Communication:** Excellent communication skills, including the ability to convey complex concepts and approaches, both in writing and multi-media presentation forms, in a clear and persuasive style tailored to match different audiences.
- **Team work:** Ability to interact, establish and maintain effective working relations with a culturally diverse team, both as a team member and as a team leader, to build trust, and to manage in a deliberate, transparent and predictable way.
- **Client orientation:** Ability to establish and maintain productive partnerships with UN-REDD Agencies, technical service providers and stakeholders and pro-activeness in identifying partners' needs and matching them to appropriate solutions.

Specific competencies

The service provider must be able to draw upon the following competencies in preparing the deliverable:

- Detailed understanding of, and material contribution to (i.e. as evidenced by submissions to SBSTA), the current REDD agenda
 - Understanding of the legislative requirements of establishing a national REDD framework
 - Recognised networking skills in the REDD field
 - A broad network of developing country and developed country REDD contacts
 - Access to world-renowned leaders and specialists in the fields of science, economics and public policy
 - Internationally recognized climate change legal specialists, with a track record of high-level advice in the areas of carbon, forestry and REDD
 - Strong analytical skill
 - Ability to deliver high quality products under time pressure
 - Access to all necessary material, specifically the details of country
-