



Cambodia

CONTRACT FOR THE SERVICES OF AN INDIVIDUAL CONTRACTOR

No.: IC/2013/11/066

This Individual Contract is entered into on 26 November 2013 between the United Nations Development Programme (hereinafter referred to as "UNDP") and Mr. Eric Michel Gardette (hereinafter referred to as "the Individual contractor") whose address is

2 rue Benes, 17300, Rochefort, France
 Tel: +33 546 874 272
 E-mail: egardette@aol.com

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): Home-base and Phnom Penh, Cambodia

2. Duration

This Individual Contract shall commence on 28 November 2013 and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than 31 August 2014, unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II*.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of USD 41,600 (Forty One Thousand Six Hundred US Dollars Only) in accordance with the table set forth below. Payments shall be made following certification by ACD/Team Leader of E&E Cluster, UNDP Cambodia that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE FOR SUBMISSION OF DELIVERABLES	AMOUNT PAYABLE
First payment: 20% of total contract amount will be paid after submission of a work plan to deliver the first part of the assignment (2.3b) of the ToR	02 December 2013	USD 8,320
Second payment: 20% of total contract amount will be paid after submission of a draft assessment report to present pros and cons of using different benefit distribution models in terms of effectiveness, efficiency and equity	17 December 2013	USD 8,320
Third payment: 60% of total contract amount will be paid after the submission of one draft and two final reports (please see below). Final Report 1 (A synthesis report that consolidates existing knowledge and experiences on benefit sharing relevant for REDD+ in Cambodia) Draft report 1: preferred options for benefit sharing	15 July 2014	USD24,960

Handwritten initials/signature

Final Report 2 (A Synthesis report on preferred options for benefits sharing mechanism for REDD+ in Cambodia)		
Each payment will be paid after receipt and approval of certification for payment and performance evaluation for last payment duly completed and signed by ACD and Team Leader of E&E Cluster, UNDP Cambodia		Total: USD 41,600

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

5. Beneficiary

The Individual Contractor selects **Mrs. Hong Wang-Gardette** as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

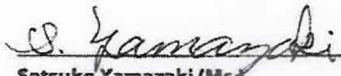
Name and Address of Beneficiary:

Mrs. Hong Wang- Gardette
2 rue Benes, 17300, Rochefort, France
Tel: +33 546 874 272, Tel: +33 663541263

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.
By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

- The Individual contractor has submitted a Statement of Good Health and confirmation of immunization;
- The Individual contractor is not required to submit a Statement of Good Health and confirmation of immunization.

AUTHORIZING OFFICER:
United Nations Development Programme
Date: 26/11/13


Setsuko Yamazaki (Ms.)
Country Director

INDIVIDUAL CONTRACTOR:
Date: 27/11/13


Eric Michel Gardette (Mr.)

ATLAS Req.: 5459
ATLAS PO: 8785

92
2
36

TERMS OF REFERENCE FOR INDIVIDUAL CONTRACTOR

(1) Assignment Information

Assignment Title:	Consultant for the UN-REDD benefit sharing study
Organization:	UNDP
Post Level:	Consultant, Individual Contract
Cluster/Project:	Environment and Energy Unit/UN-REDD National Programme
Duty Station:	Home-based consultancy, and travel to Phnom Penh, Cambodia
Duration:	60 days (in total) from November 2013 to August 2014

(2) Project Description

The Cancun Agreements issued at the Conference of Parties (COP) 16 held in Mexico in 2010 provides strong support for policy approaches that deliver positive incentives for countries and their actors to engage in REDD+ (reducing emissions from deforestation and forest degradation in developing countries; and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries).

Thus far, a number of decisions related to REDD+ have been made on subjects including implementation, principles and safeguards, assessment of results, and reference levels. However, decisions are yet to be made regarding how to deliver positive incentives for countries and their actors to reduce emissions from the forest sector through REDD+. As of now, it is up to each country to decide upon how REDD+ should be implemented within the framework agreed, including issues related to how to distribute benefits at the national, regional and local levels, considering their national circumstances but also following the inter alia the safeguards listed in the Cancun Agreement.

Forests support the livelihoods of millions of rural indigenous peoples and communities who depend on forest resources for subsistence and income. Given the importance of forests for rural livelihoods, participating countries are required to apply safeguards in order to ensure "full and effective participation of relevant stakeholders, in particular indigenous peoples and local communities" in REDD+ (as stated in the Cancun agreement). The application of such safeguards is not only an important means of avoiding and mitigating possible negative impacts of REDD+ on these people but it can also serve to promote their active participation in forest and land conservation, as well as to reduce rural poverty which may contribute to achieving long term sustainable management of forests and carbon sequestration. On the contrary, the failure to involve local people and institutions in REDD+ and benefit sharing may risk lowering their incentives to engage in sustainable forest and land management, and thus may undermine the ultimate purpose of REDD+. Hence, it is imperative that indigenous peoples and local communities are also included in benefit sharing and that benefits are distributed in a manner that are equitable, transparent and cost-effective equitable.

Benefits are not limited to a monetary value but also include non-monetary values that may arise from improved forest governance. For instance, effective forest policies, programmes and measures to achieve REDD+ goals may not only generate income from carbon related payments but also deliver a broad range of multiple non-monetary benefits. REDD+ can contribute to new job opportunities, clarification and likely issuance of land tenure for communities and increased rural incomes and preservation of important ecosystem and environmental services and biodiversity.

Cambodia has taken important steps towards REDD+. The national REDD+ programme in Cambodia has been supported by UN-REDD, CamREDD and other supporting frameworks that aim to build the

22

national capacity to plan and implement REDD+. Since 2008, two REDD pilot projects have been implemented to test and learn from on the ground REDD+ activities. Despite numerous important initiatives having been undertaken, there remains a critical need for capacity building efforts for various actors involved in REDD+ including the issues of benefits sharing, and multiple benefits and costs associated with REDD+.

A decision on how to distribute benefits and to whom and in what forms at different levels will require careful analysis of possible options suitable to the national circumstance of Cambodia. For this reason, there is a need to assess and learn from national as well as international experiences with regard to benefit sharing mechanisms used in the forest sector (e.g. Payments for Environmental Services (PES) and REDD+ pilot projects). Such decisions will also require extensive consultation with relevant governments at national, provincial and local levels as well as discussions with all relevant stakeholders in order to ensure a common understanding and broad acceptance of a benefit sharing mechanism that is suitable for Cambodia. At the same time, ensuring the full and effective participation of all relevant stakeholders will contribute to avoiding the creation of unrealistic expectations about REDD+ benefits which in some cases has been noted as a problem in the past.

The project is apart of UN-REDD National Programme workplan named as activity 2.3b and 2.3d and aims to achieve the following outcomes:

1. Improved the understanding of pros and cons in using different benefit sharing mechanisms relevant for REDD+ in Cambodia.
2. Development of up to four preferred options for benefits sharing for REDD+ in Cambodia.

The project consists of three activities starting with (activity 1) an assessment of national as well as international experiences with benefit sharing mechanisms followed by (activity 2) a national consultation process on benefit sharing and finally (activity 3) development of preferred options for benefit sharing.

For this project three consultants will be recruited, one international consultant to take the lead for activity (1) and (3), assisted by one national consultant and two national consultants to lead the national consultation process under activity (2). The exact timing of activity (3) will depend on the finalization of activity (2) but is expected to take place during the second quarter of 2014.

(3) Scope of Work

The international consultant is expected to deliver the two key deliverables:

- An assessment of national as well as international experiences with benefit sharing mechanisms described in a synthesis report not exceeding 30 pages plus annexes and references in English that consolidates existing knowledge and experiences on benefit sharing and includes recommendations for next steps to be taken to develop a national level benefit sharing mechanism for REDD+ in Cambodia.
- A proposal of up to four preferred options for benefits sharing for REDD+ in Cambodia presented in a synthesis report not exceeding 40 pages plus annexes and references in English building on the results of the analysis of existing experiences and national consultations on benefit sharing.

In order to deliver these outputs, the International Consultant will be required to perform the following tasks:

Activity 2.3b proposed under the UN-REDD programme workplan

Analyze existing benefits sharing mechanisms relevant for REDD+ by

- preparing a list of existing literature on benefit sharing mechanisms used within the forest sector (e.g. Payments for environmental services, REDD+ pilot projects) and REDD+ related project activities (e.g. OddarMancheay and Seima projects) to be reviewed (subject to a review of the REDD+ Taskforce Secretariat);
- analysing the selected existing benefit sharing mechanisms based on a literature review and interviews with relevant stakeholders; and
- preparing an initial assessments report to present pros and cons of using different benefit distribution models in terms of effectiveness, efficiency and equity. These models can include both ex-ante and ex-post payments. The assessment should also highlight possible trade offs between effectiveness, efficiency and equity and provide recommendations for how to develop national level benefit sharing systems drawing on experiences from Cambodia and other parts of the world.

Support the development of a national workshop on possible options for benefit sharing systems for REDD+ in Cambodia

In collaboration with the REDD+ Taskforce Secretariat, the consultant team should design and organize a workshop to be held in Phnom Penh. For the workshop organization, the team will be responsible for 1) preparing the workshop agenda, 2) identifying key initial national stakeholders in Cambodia REDD, 3) identifying relevant speakers from Cambodia (and abroad) and 4) preparing presentations to facilitate discussions. For the presentations, the team should share a consolidated view on pros and cons of using different benefit sharing mechanisms. The team should also present a number of alternative options for developing a national benefit sharing mechanism for REDD+ in Cambodia.

Produce a synthesis report that consolidates existing knowledge and experiences on benefit sharing

Prepare a report not exceeding 30 pages plus annexes and references in English shall be produced as a result of 1) literature reviews and 2) interviews with relevant stakeholders (e.g. government officials, NGOs, local communities, and indigenous peoples) and 3) a national level workshop. This report should not be limited but contain 1) an overview of pros and cons for using different benefits sharing mechanisms relevant for REDD+, 2) recommendations for next steps to be taken to develop a national level benefit sharing mechanism for REDD+ in Cambodia and 3) proposal for a presentation to be used for the national consultation on the report.

Activity 2.3d proposed under the UN-REDD programme workplan

Develop suggestions for preferred options for benefit sharing mechanisms for REDD+ in Cambodia building on the work conducted under activity 2.3b and the consultations undertaken under activity 2.3c by:

Conducting an extensive analysis for each of the preferred options which should not be limited but should include the result of the following considerations and activities (Number of options – up to four – should be decided in consultation with the Technical Team on Safeguards and the REDD+ Taskforce Secretariat):

- how incentives can be linked to actions or results at the local level within a national accounting and the extent of monitoring necessary to implement the different options.
- what are possible impacts of using each option on men and women in terms of their participation in benefit sharing mechanism and their actual ability to access to benefits.
- costs implications of different options.
- how the options will work for the different management regimes in Cambodia.

- the possible implications for projects and sub-national implementation within a national benefit sharing mechanism.
- whether the options for a national benefit sharing mechanism can also work for sub-national implementation.
- present the options and the result of the above mentioned considerations and collect feedback from key ministries, REDD+ Taskforce, Consultation Group and other stakeholders as appropriate.

Support to the development of a national workshop on the preferred options for benefit sharing mechanisms for REDD+ in Cambodia

In collaboration with the REDD+ Taskforce Secretariat, the consultant team should design and organize a workshop to be held in Phnom Penh in second quarter of 2014. For the workshop organization, the team will be responsible for 1) preparing the workshop agenda, 2) identifying key national stakeholders in Cambodia REDD, 3) identifying relevant speakers from Cambodia (and abroad) and 4) preparing presentations to facilitate discussions. For the presentations, the team should share a consolidated view on pros and cons of the suggested preferred options and the reason why they have been preferred.

Prepare a synthesis report that consolidates the outcome of 1 and 2 above.

A report not exceeding 40 pages plus annexes and references shall be produced as a result of 1) the analysis and consultations conducted for identifying the preferred options and 2) a national level workshop. This report should not be limited but contain an overview of pros and cons for the suggested preferred options for benefits sharing mechanisms relevant for REDD+ in Cambodia.

(4) Institutional Arrangement

The International Consultant will report to the UN-REDD National Programme Director and to Team Leader of the UNDP Environment and Energy Unit and will be supervised by Technical Specialist and the REDD+ Taskforce Secretariat on a day-to-day basis.

The consultant is expected to work in close coordination with national partners, and is expected to visit some provinces, as necessary.

A technical Team on benefit sharing is expected to be established in the near future with participants from both government and non-governmental organizations. The consultant is expected to consult and inform the technical team on the on-going work.

The consultant will be accountable for the timely and quality output and report weekly to the REDD+ Taskforce Secretariat on progress compared to the workplan.

(5) Duration of the Work

The proposed duration of this assignment is 60 working days spreading over two separate periods between November 2013 to August 2014.

(6) Expected Outputs and Deliverables:

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required
a) Workplan to deliver the first part of the assignment (2.3b)	1.5 working days	02 December 2013	UN-REDD NPD TL of E&E
b) Draft assessment report to present pros and cons of using different benefit distribution models in terms of effectiveness, efficiency and equity	20 working days	17 December 2013	UN-REDD NPD TL of E&E
<p>c) Final Report 1 (A synthesis report that consolidates existing knowledge and experiences on benefit sharing relevant for REDD+ in Cambodia): a synthesis report not exceeding 30 pages plus annexes and references in English: The report should be based on 1) literature reviews and 2) interviews with relevant stakeholders (e.g. government officials, NGOs, local communities, and indigenous peoples) and 3) a national level workshop. This report should not be limited but contain 1) an overview of pros and cons for using different benefits sharing mechanisms relevant for REDD+, 2) recommendations for next steps to be taken to develop a national level benefit sharing mechanism for REDD+ in Cambodia and 3) proposal for a presentation to be used for the national consultation on the report.</p> <p>Final report Including the following:</p> <ul style="list-style-type: none"> • Report from consultation undertaken • The revisions to comments made by REDD+ Taskforce Secretariat and Benefit sharing Technical Team • Documentation for consultation undertaken during the work including report from the national consultation meeting. 	8.5 working days	15 January 2014	UN-REDD NPD TL of E&E
d) Workplan to deliver the second part of the assignment (2.3d)	1.5 working days	1 May 2014	UN-REDD NPD TL of E&E
e) Draft report on preferred options	20 working days	30 June 2014	UN-REDD NPD TL of E&E
f) Final Report 2 (A Synthesis report on preferred options for benefits sharing mechanism for REDD+ in Cambodia) : a final report not	8.5 working days	15 July 2014	UN-REDD NPD TL of E&E

<p>exceeding 40 pages plus annexes and references. The report shall be produced as a result of 1) the analysis and consultations conducted for identifying the preferred options and 2) a national level workshop. This report should not be limited but contain an overview of pros and cons for the suggested preferred options for benefits sharing mechanisms relevant for REDD+ in Cambodia.</p> <p>Final report including the following:</p> <ul style="list-style-type: none"> • The revisions to comments made by REDD+ Taskforce Secretariat and Benefit sharing Technical Team • Documentation for consultation undertaken during the work including report from the national consultation meeting. 			
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TL of E&E: Team Leader of the Environment and Energy Unit

(7) Duty Station

The duty station for this assignment is home country and Phnom Penh. During the assignment the consultants are expected to be in Cambodia 2 times for at least 25 days, for undertaking assignments.

Transportation to provinces will be provided by an UNDP vehicle. Travelling costs in Phnom Penh will be born by the consultant.

(8) Minimum Qualifications of the Individual Contractor

Education:	<ul style="list-style-type: none"> • A minimum of a Master's or equivalent degree in natural resource management, environmental economics and policy or a related field.
Experience:	<ul style="list-style-type: none"> • A minimum of 5 years of relevant working experience related to the fields of natural resource management and policy, and inclusion of local communities in benefit sharing; • Sound knowledge of disciplines relevant to international development work and climate change, with special consideration given to those with experience in REDD+ policy-related; • Prior working experience in Cambodia is a significant asset.
Competencies:	<p><u>Functional competencies:</u></p> <ul style="list-style-type: none"> • Excellent analytical, writing and communication skills in English, including the ability to articulate ideas in a clear and concise manner; • Good interpersonal skills with ability to work well in a team whilst also having the capacity to work independently; previous exposure to diverse cultural environments is an advantage;
Language Requirements:	<ul style="list-style-type: none"> • Fluency in English

21 92

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 its 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 its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract 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 its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it 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 its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/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. Failure to comply with such security directives is grounds for termination of the Contract for cause.

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/SGB/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 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 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 shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, 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 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 its 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 its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other 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 work under the Contract

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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 be at the expense of UNDP. Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the 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 while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; 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, licences 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, licences 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 its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its 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 its 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 them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, 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 its 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 may make 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 its obligations and meet its 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 its 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 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.

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 its obligations and meet its 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 its 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 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.

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 proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its 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 work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from 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 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 at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

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. 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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