



REQUEST FOR PROPOSAL (RFP)

DATE: July 19, 2013

REFERENCE: Website re-design (Phase I)

Dear Sir / Madam:

We kindly request you to submit your Proposal for website redesign and development. The tender is open to companies.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **Monday, August 05, 2013** COB 17:00 local time , Germany, the reference “ **Website Re-Design (Phase I) -40141**” via email (**only technical proposal**), or courier mail (please enclose USB with technical proposal) to the address below:

United Nations Volunteers
Platz der Vereinten Nationen 1, 53113 Bonn, Germany
Iris Klesing

Email address: procurement@unv.org

Your Proposal must be expressed in English, and valid for a minimum period of 120 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNV after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNV requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNV, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNV's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market

factors shall be accepted by UNV after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNV reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNV, herein attached as Annex 3.

Please be advised that UNV is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNV's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.UNV.org/procurement/protest.shtml>.

UNV encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNV if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNV implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNV, as well as third parties involved in UNV activities. UNV expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Yours sincerely

Andra Brige
Chief Administration Unit



TERMS OF REFERENCE

UNV Global Website Re-design (Phase I)

BACKGROUND:

The United Nations Volunteers (UNV) programme is the UN organization that contributes to peace and development through volunteerism worldwide. Volunteerism is a powerful means of engaging people in tackling development challenges, and it can transform the pace and nature of development.

Volunteerism benefits both society at large and the individual volunteer by strengthening trust, solidarity and reciprocity among citizens, and by purposefully creating opportunities for participation. UNV contributes to peace and development by advocating for recognition of volunteers, working with partners to integrate volunteerism into development programming, and mobilizing an increasing number and diversity of volunteers, including experienced UN volunteers, throughout the world. UNV embraces volunteerism as universal and inclusive, and recognizes volunteerism in its diversity as well as the values that sustain it: free will, commitment, engagement and solidarity.

UNV engaged 7,303 UN volunteers in 2011, on a total of 7,708 assignments. With an average age of 38 years and the requisite professional skills and qualifications of some 5 to 10 years relevant experience, UN volunteers served in 132 countries in 2011 and came themselves from 162. The majority – 81 per cent – come from developing countries themselves. One third of UN volunteers served in their own countries, with the others carrying out international assignments. The financial equivalent of programme activities exceeds US\$235 million annually.

UNV is headquartered in Bonn, Germany and has approximately 150 staff positions – with the majority in Bonn and some positions with different UN peacekeeping and political missions, and in other Headquarters locations (e.g. New York and Tokyo). The major organizational groups within UNV are:

The major organizational groups within UNV are:

- the Office of the Executive Coordinator (OEC) comprising the Evaluation Unit (EU) and the Corporate Planning and Performance Unit (CPPU);
- the Volunteer Programming and Management Group (VPMG) comprising the Peace Division (PD) and the Development Division (DD), Volunteer Recruitment Resources Section (VRRS), Quality Assurance Unit (QAU), Volunteer Knowledge and Innovation Section (VKIS);
- the Partnerships and Communications Division (PCD) comprising the Partnerships Section (PS) and the Communications Section (CS);
- the Management Services Division (MSD) comprising the Information and Communication Technology Section (ICTS), Finance Section (FS), Human Resources Section (HRS), and the Administration Unit (AU). Additionally the Common Services Unit (CSU) provides support to the UN presence in Bonn.

Organizational setting

The Communications Section (UNV), which is managing this consultancy, leads UNV's communication about the value of volunteerism for peace and development and the contributions of UNV and UN Volunteers. It focuses on clear and effective messaging to increase the visibility and impact of UNV. The Section documents the status of volunteerism and its contribution to development, raises awareness of volunteerism and its contribution to development among UNV stakeholders and encourages support of volunteerism for development. The Communications Section produces and promotes materials (websites, annual reports, videos, etc.) to highlight UNV's support for volunteerism for development and its contribution to the development and programming objectives of partners.

The Information and Communication Technology Section (UNV) is the primary UNV section responsible for the management of the Information Technology resources in UNV Headquarters. ICTS also provides the information application systems used, offers infrastructure support for the UNV presence on the Internet, and maintains the UNV Portal.

UNV is administered by the United Nations Development Programme (UNDP). UNV will assist in the management of the migration from Typo3 to a new content management system.

UNV global website

- Currently contains articles on the work of UNV and UN Volunteers, information on how to volunteer, volunteerism resources, information for partners, employment opportunities, special recruitment volunteer opportunities, etc.
- Although the global website is primarily visited by job and volunteer opportunity seekers, UNV seeks to engage other audiences such as UN agencies, partners, donors, civil society organizations and the private sector.
- 1 January 2012 to 1 January 2013: 2,043,770 visits to the website.

Technical setting

- UNV hosts its own TYPO3 environment in-house (version 4.5 LTS), with a separate production and test server, based on the LAMP platform (Linux, Apache, MySQL and PHP).

SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK:

- The service provider should have expertise and experience in design, development, marketing and communications. The service provider will be guided by the new website visual guidelines with palettes, fonts, design elements, etc. Under the guidance of the Project Manager, the service provider is responsible for updating and implementing the new visual design for the multilingual (English/French/Spanish) UNV global website.
- The service provider will be contracted to suggest and implement some basic improvements to the information architecture of the website. This includes adding any new pages created into the structure.
- The service provider will design and implement new components and pages. The service provider will update the design and implement a new interactive map.

The service provider will design and implement a comprehensive search in which users can find information in a variety of ways.

The service provider will integrate social media into the design of the website.

- The website developed must ensure optimization for low bandwidth users, code order and search engine optimization (SEO) best practices, and Web Accessibility Initiative (WAI) compliance. The website should display on multiple browsers – Internet Explorer, Firefox, Google Chrome, Opera, Safari (Mac and Windows), mobile devices (tablets and smartphones).
- The service provider will provide necessary guidance/training for front-end and back-end users.
- The service provider will perform/manage the necessary user acceptance testing and security testing.
- The service provider will work consultatively with the Communications Section and the Information and Communication Technology Section. The service provider will liaise with the Project Manager from within the Communications Section regarding all project management related issues and directly with the Information and Communication Technology Section regarding technical issues. Work will be facilitated by the Project Manager and reviewed by the Communications Section.
- UNV will provide the service provider with access to the websites via the Typo3 content management system.
- The service provider will provide regular feedback on progress.

Specific deliverables include the following:

Deliverable number	Description	Due date
1	Update/revise and implement the new visual design for the multilingual (English/French/Spanish) UNV global website, which can also be displayed on mobile devices.	1 October 2013
2	Review current information architecture, and suggest and implement some basic improvements to the architecture of the English, French and Spanish websites. This includes adding any new pages created into the structure.	1 October 2013
3	Design and implement component for home page photo/content slider for English, French and Spanish websites.	1 October 2013
4	Design and implement video player component to embed YouTube/Vimeo videos for English, French and Spanish websites.	1 October 2013
5	Quality assurance and user acceptance testing #1 (English, French, Spanish)	1 October 2013
6	Revise design and implement interactive map in English, French and Spanish	1 November 2013

7	Design new country/region pages (English, French, Spanish) based on new interactive map.	1 November 2013
8	Revamp the current global search to get improved results. Design and implement an advanced search tool to get more targeted results, allowing for key word, thematic, country/region, searching. Limit the scope of the search function to a particular section of the website. Refine results once returned. In English, French and Spanish.	1 November 2013
9	Quality assurance and user acceptance testing #2 (English, French, Spanish)	1 November 2013
10	Extend and edit the current taxonomy of countries and focus areas, to include other topics (regions, partner organizations, etc.)	15 November 2013
11	Integrate social media (English, French, Spanish) into website including Facebook and Twitter feeds, links to all social media channels and share buttons. Visitors can like, share, recommend, bookmark, etc. content from our site via their social media networks.	15 November 2013
12	Provide necessary guidance/training for front-end and back-end users.	15 November 2013
13	Quality assurance and user acceptance testing #3 (English, French, Spanish)	15 November 2013
14	Certified security testing	29 November 2013
15	Phase 1 launch of improved global website (English, French, Spanish).	2 December 2013
16	One year maintenance service agreement	9 December 2014

Description of Requirements

Context of the Requirement	UNV is seeking a contract with a company to provide Phase I re-design/development of the global website.
Brief Description of the Required Services ¹	Update and implement new visual design, add components and improve the architecture of the website. See Terms of Reference for full description.
List and Description of Expected Outputs to be Delivered	The contractor will undertake all of the deliverables listed in the Terms of Reference, including the update and implementation of a new visual design, the development of new components and page designs, and the necessary testing, etc. as required.
Location of work	☐ Exact Address/es UNV Headquarters, Bonn, Germany ☒ At Contractor's Location
Target start date	2 September 2013
Latest completion date	9 December 2013
Implementation Schedule indicating breakdown and timing of activities/sub-activities	☒ Required ☐ Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	☒ Required ☐ Not Required
Currency of Proposal	☒ United States Dollars ☒ Euro ☐ Local Currency
Value Added Tax on Price Proposal ²	☐ must be inclusive of VAT and other applicable indirect taxes ☒ must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	☐ 60 days ☐ 90 days ☒ 120 days In exceptional circumstances, UNV may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Partial Quotes	☒ Not permitted ☐ Permitted
Payment Terms ³	Payment will be made within 30 days from the receipt of an original invoice.
Type of Contract to be Signed	☐ Purchase Order ☐ Institutional Contract ☒ Contract for Professional Services ☐ Long-Term Agreement ⁴ ☐ Other Type of Contract
Qualifications	Typo3 content management system experience. Creative ability/experience designing websites. Project management experience. Multilingual capacity. UN or other international organization experience, an asset.
Criteria for Contract Award	☐ Lowest Price Quote among technically responsive offers ☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ☒ Full acceptance of the UNV Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> Please refer to Annex 2.1 for the specific evaluation criteria. Only companies/consultants scoring a minimum 70% of the total technical score will qualify to have their financial bid open. <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNV.
UNV will award the contract to:	☒ One and only one Service Provider ☐ One or more Service Providers
Annexes to this RFP ⁵	☒ Form for Submission of Proposal (Annex 3) ☒ General Terms and Conditions / Special Conditions (Annex 4) ⁶ ☒ Detailed TOR (Annex 1) ☒ Description of Requirements (Annex 2)

Contact Person for Inquiries (Written inquiries only) ⁷	<i>Iris Klesing</i> <i>Procurement</i> <i>procurement@unv.org</i> Any delay in UNV's response shall be not used as a reason for extending the deadline for submission, unless UNV determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	No travel is anticipated.

⁷ This contact person and address is officially designated by UNV. If inquiries are sent to other person/s or address/es, even if they are UNV staff, UNV shall have no obligation to respond nor can UNV confirm that the query was received.

Evaluation Criteria

Successful RFP respondents are those companies whose offer has been evaluated and determined as:

- a) Responsive/compliant/acceptable, and
- b) Have received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

Part 1. Qualifications of the Service Provider (25 points) 2 (Poor), 4 (Average), 6 (Good), 8 (Very good), 10 (Excellent)		Points obtainable	Service provider				
			A	B	C	D	E
a.	Profile of the company, experience and proofed expertise with TYPO3	10					
b.	Creative ability, experience designing websites	15					
	Total Part 1	25					
Part 2. Proposed Methodology for the Completion of Services (25 points) 2 (Poor), 4 (Average), 6 (Good), 8 (Very good), 10 (Excellent)		Points obtainable	Service provider				
			A	B	C	D	E
a.	Proposed website design and implementation plan	15					
b.	Proposed quality assurance mechanism	5					
c.	Multilingual capacity (technical)	5					
	Total Part 2	25					
Part 3. Qualifications of Key Personnel (20 points) 2 (Poor), 4 (Average), 6 (Good), 8 (Very good), 10 (Excellent)		Points obtainable	Service provider				
			A	B	C	D	E
a.	Multilingual capacity (English, Spanish, French)	5					
b.	Experience with projects of similar character	10					
c.	UNV and/or UN experience (or other international organizations, nonprofit organizations, NGOs)	5					
	Total Part 3	20					
	Total Technical	70					
	Financial	30					
	Total	100					

Technical Criteria weight: 70%. Financial Criteria weight: 30%. Financial calculation: The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. The equation for this calculation is as follows: $p = y (\mu/z)$. Where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; μ = price of the lowest priced proposal; z = price of the proposal being evaluated.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁸

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[insert: Location].

[insert: Date]

To: Iris Klesing

Dear Sir:

We, the undersigned, hereby offer to render the following services to UNV in conformity with the requirements defined in the RFP dated *[specify date]*, and all of its attachments, as well as the provisions of the UNV General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Offeror must provide a profile of company/consultancy– describing the nature of business, field of expertise, licenses, certifications, accreditations. The Offeror must also provide written self-declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

The Offerer must describe and explain how and why they are the best entity that can deliver the requirements of UNV by indicating the following:

TECHNICAL

- a) Technical ability and capacity: Provide a minimum of three links to websites/pages developed, preferably in Typo3
- b) Creative ability: Provide a minimum of three examples of online design such as graphics, web pages, websites, etc.
- c) Project management and planning ability: Provide general description of your project management process, as well as implementation plan for this project

MULTILINGUAL/INTERNATIONAL

- a) Multilingual capacity (English, Spanish, French): Provide proof of multilingual capacity
- b) UNV and/or UN experience (or other international, nonprofit or NGO): Provide previous client list for similar services for UN agencies, international or nonprofit organizations/NGOs, indicating description of contract scope, contract duration, contract value, contact references;

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

B. Proposed Methodology for the Completion of Services

The Offeror must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance indicators and **how it will provide quality assurance mechanisms that will be put in place**, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

The Offeror must provide:

- a) Names of the key personnel that will perform the services indicating which language they specialise in and if they have specialisations/experience in relevant fields.
- b) Qualifications of the proposed designers/developers/managers, etc.
- c) CVs including qualifications and experience must be submitted.

D . Financial Proposal

The Offeror is required to submit a separate Financial Proposal

All prices/rates quoted must be exclusive of all taxes, as UNV is exempt from taxes.

The Price Schedule must provide a cost breakdown as detailed below. Provide separate figures for each category.

The format shown below must be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

<i>Price Schedule: Proposals for Web Re-design Services</i> <i>Submission due on 5 August 2013, 5:00 p.m. (Bonn, Germany time)</i>		
<i>Description of Activity/Item</i>		<i>Cost</i> <i>USD or EUR</i>
<i>1.</i>	<i>Fees</i>	
<i>a.</i>	<i>Cost per deliverable, based on estimated time needed</i>	
<i>b.</i>	<i>Daily or hourly rates</i>	
<i>c.</i>	<i>Cost of one year maintenance service agreement</i>	

Submitted by:

*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

General Terms and Conditions for Services (companies)

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Volunteers (UNV). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNV or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNV in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNV or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNV.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNV.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNV for all sub-contractors. The approval of UNV of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNV or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNV, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNV as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNV;
 - 8.4.3** Provide that the UNV shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNV with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The 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 the UNV against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNV shall rest with UNV and any such equipment shall be returned to UNV at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNV, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNV for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNV 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 Contractor has developed for the UNV 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 Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNV.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNV does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNV a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNV; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNV in compliance with the requirements of the applicable law and of the Contract.
- 11.4** 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 Contractor under the Contract shall be the property of the UNV, shall be made available for use or inspection by the UNV at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNV authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNV OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNV, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNV or THE United Nations, or any abbreviation of the name of UNV or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 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,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNV, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNV sufficient prior notice of a request for the disclosure of Information in order to allow the UNV to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNV may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 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.

- 13.6** 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.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNV, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNV of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNV shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNV shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNV is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays 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..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNV reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNV shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNV under this Article, no payment shall be due from UNV to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNV may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNV of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party 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.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 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 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNV to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNV to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNV before the payment thereof and the UNV has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNV with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNV to terminate this Contract immediately upon notice to the Contractor, at no cost to UNV.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNV to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNV.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNV to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNV shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNV, only the UNV Authorized Official possesses the authority to agree on behalf of UNV to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNV unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNV Authorized Official.

1. **LEGAL STATUS:** The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Volunteers (UNV), and shall not be regarded, for any purposes, as being either a “staff member” of UNV, under the UN’ Staff Regulations and Rules, or an “official” of UNV, 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 UNV and the Individual contractor. The officials, representatives, employees or subcontractors of UNV and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNV 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 UNV in connection with the performance of its obligations under the Contract. Should any authority external to UNV seek to impose any instructions on the Contract regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNV and shall provide all reasonable assistance required by UNV. 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 UNV, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNV. 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 UNV. 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 UNV. Failure to comply with such security directives is grounds for termination of the Individual contractor 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 UNV 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 UNV to the Individual contractor for the performance of any obligations under the Contract shall rest with UNV, and any such equipment shall be returned to UNV at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNV, 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 UNV for any damage or degradation of the equipment that is beyond normal wear and tear.

UNV 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 UNV 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 UNV. 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, UNV does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNV a perpetual license 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 UNV, 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 UNV 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 UNV, shall be made available for use or inspection by UNV at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNV 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 UNV 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 UNV, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNV sufficient prior notice of a request for the disclosure of Information in order to allow UNV to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNV 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 UNV 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 UNV. Such travel shall be at economy care when by air.

UNV 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 UNV or before engaging in any travel required by UNV 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 UNV under the terms of the Contract while the Individual contractor is traveling at UNV expense or is performing any services under the Contract in any offices or premises of UNV, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under 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 UNV, 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 not be valid and enforceable against UNV nor in any way shall constitute an Contract by UNV thereto, unless any such undertakings, licenses or other forms of Contract are the subject of a valid written undertaking by UNV. No modification or change in the Contract shall be valid and enforceable against UNV 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 UNV.

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 UNV for any such subcontractors. UNV 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 UNV, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNV, or any abbreviation of the name of UNV, in connection with its business or otherwise without the written permission of UNV.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNV, 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 UNV of any patented device, any copyrighted material or any other goods or services provided to UNV 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 UNV promptly for all loss, destruction or damage to the property of UNV 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 UNV 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 UNV 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 UNV 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 UNV 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, UNV 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 UNV 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 UNV 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 UNV 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, UNV 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 UNV 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. UNV 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) UNV 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 UNV, the Individual contractor shall, except as may be directed by UNV 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 UNV thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNV 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 UNV has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNV 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 UNV in accordance with the requirements of the Contract. Additional costs incurred by UNV resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNV..

14. NON-EXCLUSIVITY: UNV 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 UNV to determine a mutually acceptable procedure. UNV 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 UNV 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 UNV shall be subject to a post-payment audit by auditors, whether internal or external, of UNV or by other authorized and qualified agents of UNV 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. UNV shall be entitled to a refund from the Individual contractor for any amounts shown by such audits

to have been paid by UNV other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNV 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 UNV 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 UNV 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 UNV hereunder.

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNV 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.