

No.- 1/2/2010-FA (UN) (Vol. III)
Government of India
Ministry of Personnel, Public Grievances & Pension
Department of Personnel & Training

North Block, New Delhi-110001
Dated the 04th March, 2011

To,

1. **The Chief Secretaries,
All State Governments.**
2. **All Secretaries,
Ministries/Departments of the Government of India.**

Subject:- Deputation of Indian Civil Service Officers to Afghanistan, under the National Institute Building Programme (NIBP) of the United Nations Development Programme (UNDP)

Sir/Madam,

This is regarding deputing of Indian Civil Service Officers to Afghanistan, under the National Institute Building Programme (NIBP) of the United Nations Development Programme (UNDP), for continuing Indian assistance in Capacity Building of Afghan Government Institution, a tripartite memorandum of understanding has been signed between the UNDP, Government of India (Ministry of External Affairs) and the Government of Afghanistan under the NIBP.

2. The duration of the project is likely to be one year. The requirement under the project will be for areas like Policy and Strategy Development, Project Management, Financial Management, Procurement, Human Resource Management and other technical areas. The focus of the NIBP shall be on advisory services for policy development and systems and procedures improvement, in addition to coaching and mentoring as a tool for capacity development of Afghanistan Civil Service.

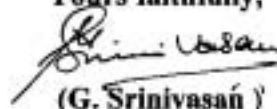
3. A Copy of the communication of the UNDP detailing the emoluments and other terms & conditions of the contract is enclosed herewith. This can also be accessed on this Department's website-persmin.nic.in.

4. Indian Civil Servants with 10 years of service are eligible for this post. Officers applying for this post should possess the following qualifications and experience: -

- (i) Graduation or higher degree,
- (ii) Ability to carry out tasks independently
- (iii) Organizational and legal reviews
- (iv) Development of Concepts, action plans, strategies, programmes
- (v) Fluency in English. Fluency in one or Afghan language, such as Dari and Pashtu would be an asset.

5. This post may be circulated amongst the eligible officers of the Ministries/Departments of the Government of India and of State Government on priority basis and the names of willing and eligible officers who can be spared by the State Governments/Ministries/Departments may be forwarded/faxed to this Department along with cadre clearance, vigilance clearance and detailed bio-data urgently for onward transmission to the MEA/UNDP.

Yours faithfully,



(G. Srinivasan)

Under Secretary to the Govt. of India

Copy to:

1. Ministry of Home Affairs [Sh. M. Gopal Reddy, Joint Secretary (UT)], Room No. 109-B, North Block, New Delhi for similar action in respect of IAS Officers of AGMUT Cadre.
2. Ministry of Environment & Forests (Sh. Hem Pande, Joint Secretary), Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi for similar action in respect of IFS Officers.
3. Ministry of Home Affairs (Shri D. Diptivilasa, Joint Secretary (Police), Room No. 110, North Block, New Delhi for similar action in respect of IPS officers.
4. Ministry of External Affairs (Sh. Siddhartha Nath, Under Secretary, A-I), for information w.r.t. this Department's letter of even no. dated 06/07/2010..

Copy also to: -

✓ NIC Cell, DOP&T. It is requested that the Circular along with the enclosed vacancy circular of the UNDP and the copy of the Special Service Agreement (SSA), may be posted on the Departmental Website under "What's New?" Category.



(G. Srinivasan)

Under Secretary to the Govt. of India



27 May 2010

Excellency,

Subject: Recruitment of Government of India (GoI) civil servants to work as Capacity Development Advisors (CDAs) under the National Institution Building Project (NIBP) - terms and conditions of CDAs under the MOU with GoI

The United Nations Development Programme (UNDP) presents its compliments to the Embassy of India in Kabul and is thankful to the Government of India (GoI) for its support to the National Institution Building Project (NIBP) in succession of the Capacity for Afghan Public Service (CAP) project. It was my privilege to visit your place on March 30, 2010 and execute the tripartite Memorandum of Understanding (MOU) between the Government of Islamic Republic of Afghanistan (GIRA), the GoI and the UNDP as well as the Cost Sharing Agreement (CSA) between the GoI and the UNDP for implementation of the NIBP.

In addition to availing the services of GoI civil servants to work as Capacity Development Advisors (CDAs), I am particularly delighted to note that the MOU with GoI provides an opportunity to draw upon the vast pool of experts from GoI under twinning arrangement for institutional capacity building of ministries / agencies of GIRA. The payment under the (Special Service Agreement) SSA contract shall be as given below:

- > USD 7,000 per month plus cost of living (USD 108 per day in Afghanistan)

The requirement under the project will not only be for Advisors in common functions of government (Policy & Strategy Development, Project Management, Financial management, Procurement and Human Resource Management) but also in specific technical areas. Also, the focus of NIBP shall be on advisory services for policy development and systems & procedures improvement. On the other hand, coaching and mentoring shall continue to be a tool for capacity-development of Afghan civil servants.

The UNDP Afghanistan now requests the GoI to circulate among its civil servants the opportunity to work with NIBP and seek applications along with their resumes. The applicants should have at least 10 years of work experience. The applications may kindly be forwarded to UNDP at the earliest to enable us to undertake a transparent recruitment process in accordance with agreed procedures.

UNDP avails itself of this opportunity to thank the Government of India for supporting the national capacity development efforts in Afghanistan through the NIBP.

Please accept, Excellency, assurances of my highest regards.

Yours sincerely,

Marko Bashyal
Country Director

H.E. Jayant Prasad
Ambassador
Embassy of India
Kabul, Afghanistan



Special Service Agreement

No. [REDACTED]

MEMORANDUM OF AGREEMENT MADE ON [REDACTED]-2010 between the United Nations Development Programme (hereinafter referred to as "UNDP") and Mr./Mrs./Ms. [REDACTED] (hereinafter referred to as "the Individual contractor") whose address is [REDACTED], Email: [REDACTED].

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 engagement of services 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 following services as described in the **Terms of References attached hereto as (Annex I)**.

Duty Station(s): [REDACTED], Afghanistan

Itinerary: [REDACTED]

1. If travel is required and authorized by UNDP, and an airline ticket is not provided by UNDP, the Individual contractor is entitled to reimbursement of airfare for the above itinerary, upon presentation of used ticket stubs in an amount not to exceed the excursion fare, if applicable.
2. If the SSA contract is less than or equal to one (1) month, the Individual Contractor will receive a daily subsistence allowance at United Nations applicable DSA rates at the Duty Station unless otherwise stated in paragraph 3.
3. If the contract period is longer than one (1) month, a daily allowance instead of DSA, which is equal to applicable Special Operations Living Allowance (SOLA) shall be paid accordingly unless otherwise stated in paragraph 3.
4. If the Individual Contractor takes official travel outside of his or her duty station he or she shall be entitled for reimbursement at actual costs against invoices up to the maximum applicable DSA at the official mission destination (with prior approval).
5. The Individual Contractor shall not be entitled for DSA for services performed at home-base. Other necessary travel related expenses approved by UNDP, may be reimbursable on the basis of UNDP's current practice and authorized rates.
6. SOLA or DSA are not applicable for National Individual Contractor whose duty station and place of residence are the same.

2. Duration of Agreement

Maximum duration of **261 working days**. This agreement shall commence on **01-July-2010** and shall expire no later than **30-June-2011** or the actual completion of the assignment duration. This Agreement is subject to the **General Conditions for SSA** which is incorporated herein by reference (**Annex II**).

Seen, Read and Initialed

(7)

3. Consideration

As full consideration for the services performed by the Individual contractor under the terms of this Agreement, UNDP shall pay the Individual contractor *Three Hundred and Twenty-two United States Dollars (USD322) per day worked upon receipt of certification of work completed.*

Maximum contract amount:

a. Fees (USD 322 per working day x 261 working days):	USD 84,042
b. Daily Allowance in Afghanistan (USD 108 per day x 365 days)	USD 39,420
c. Airfare (reimbursable)	USD 1,000
Total:	USD 124,462

This payment should be made on **Monthly / except Final payment** which will require submission of **accepted Final Report** basis.

Payment Instruction: Applicable only for international Individual contractors:

- If applicable, Cost of Round trip Economy Class Airfare for the most direct and least costly route for Home /Kabul/ Home upon receipt of invoice and copy of tickets.
- Cost of obtaining Afghanistan visa will be paid upon submission of receipt.
- Terminal and DSA, if applicable will be paid for any unavoidable stopover for each way for travel to take up assignment and upon completion of assignment only as applicable.
- Travel days are not considered working days.
- Work remuneration fees commence on first day of work of the commencement of the contract.

Where two currencies are involved, the rate of exchange shall be the United Nations Operational Rate of Exchange on the day the UNDP instructs its bank to effect the payment(s). The fee is payable on satisfactory completion of the Agreement. For payment in installments, certification of satisfactory performance at each phase is required.

Notwithstanding Paragraph No. 13: Termination of UNDP General

Conditions of Contract for Special Service Agreements, if the Individual Contractor terminates the contract at his or her own will, prior to fulfilling the agreed contract period or completing the deliverables required under the contract, UNDP shall not be responsible for paying for the Individual Contractor's return ticket or any expenses related to the return journey. In the event that UNDP has already reimbursed the cost of a return ticket or any expenses related to the return journey at the commencement of the assignment, the Individual Contractor will refund this amount to UNDP. If there is any payment owed by UNDP to the Individual Contractor, UNDP will deduct the cost of the return ticket or any expenses related to the return journey from this payment.

Phase	Amount

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 Agreement, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, as expressly provided in this Agreement. The Individual contractor shall be solely liable for claims by third parties arising from the Individual contractor's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall UNDP be held liable for such claims by third parties. according with Article 10: Insurance, of the UNDP General Conditions of Contracts for Special Services Agreement (SSA) the individual contractor must hold and be financially responsible for holding valid health and medical

Seen, Read and Initialed:

19
62

National Institution Building Project (NIBP)
Terms of Reference (TOR) for Capacity Development Advisor (CDA)

1. Background

- 1.1. Building robust government institutions for effective governance and a professional and responsive civil service with the overall aim of improving service delivery to Afghan people is one of the top priorities of the Government of Islamic Republic of Afghanistan (GIRA). In the Afghanistan National Development Strategy (ANDS), Capacity Development (CD) has been identified as a cross cutting issue and the improvement of public sector capacity in particular as the key challenge to development in Afghanistan. It has been recognized that unless adequate capacities are built, technical and financial support will remain underutilized to the detriment of the development process.
- 1.2. In Afghanistan, problems of capacity exist at all levels where capacity is needed and assessed. At the overarching systemic level of the enabling environment, the legal and policy framework needs to be put in place to guide and lead the implementation of measures for the development of effective organizations and improved performance. At the organizational level, some of the major problems include an incoherent government structure with overlapping functions across government ministries; outdated work processes, procedures and systems; patronage and nepotism in appointments; gender imbalances; and the absence of well defined mechanisms for carrying out common functions of government, namely policy and strategy formulation, project management, financial management, procurement and human resource management. At the individual level, lack of human capacity in terms of availability, knowledge and competence, is a serious issue in government ministries/agencies responsible for service delivery at national and sub-national levels. There has been a basic lack of core competencies and specialist skills to develop policies implement projects and deliver services.
- 1.3. The National Institution Building Project (NIBP) builds upon the proven and successful experience of the two UNDP projects, namely, Capacity for Afghan Public Services Project (CAP) and Civil Service Leadership Development (CSLD) Project. The NIBP brings the experiences of CAP and CSLD projects under a single project framework to provide a coordinated, up-scaled and comprehensive package of CD support required by the government at the national and sub-national levels. The General Directorate of Programs' Design and Management (GDPDM) of the Independent Administrative Reform and Civil Service Commission (IARCSC) of the GIRA is the implementing Agency for the Project. The GDPDM is responsible and accountable for managing the project, including monitoring and evaluation of project interventions, achieving project outputs, and effective use of resources.
- 1.4. The National Institution Building Project (NIBP), to be implemented over a period of four years (2010-2013), will follow an integrated approach to CD. The primary objectives of the project would be to enhance capacity within the ministries at all three levels, namely institutional, organizational and individual which would ultimately result into improved service delivery through an efficient, organized and trained civil service. The visible impact would be better budget utilization, rationalized organization structures and well trained civil servants.
- 1.5. The results of NIBP shall be achieved primarily through provision of services of Capacity Development Advisors (CDAs) in select government entities to provide coaching and advisory services for institutional strengthening, organizational reforms and skills development. Institutional and organisational reforms shall be undertaken under overall Public Administration Reform (PAR) strategy of IARCSC.

2. Objectives of the Assignment

- 2.1. The CDA will contribute towards developing sustainable capacities within the ministry / agency at all levels namely the institutional (enabling environment) level, the organizational level and the individual level and will work with counterparts to facilitate their performance, learning and development.

3. Scope of the Assignment

3.1. The CDA will work with the ministry/agency staff to assist in developing their knowledge and understanding of Capacity Development. The CDA will assist counterparts to identify priorities and accordingly develop an Action Plan. The main responsibilities of the CDA shall be the following:

3.1.1. Undertake a Capacity Assessment (CA) of the ministry / agency in accordance with UNDP's approach to "CA and CA linked CD strategies" and additional guidelines provided by the project from time to time.

3.1.2. Undertake a review of ANDS document, other policy documents, and reports of the consultants available in the ministry / agency.

3.1.3. Based upon the CA and policy reviews, prepare a Capacity Development Plan (CDP) for the ministry / agency.

3.1.4. Advise / assist the ministry / agency in developing institutional and organizational capacity to meet ANDS goals and PAR in general and implementation of the CDP (developed by the CDA under NIBP) in particular.

3.1.5. Facilitate twinning arrangements with corresponding ministries / agencies of regional governments for implementation of the CDP.

3.1.6. Advise / assist in formulation and implementation of relevant (to the ministry/agency) sector strategy in alignment with the ANDS objectives and in preparation of monitoring indicators for implementation of the strategy.

3.1.7. Advise/assist in preparation of ministry specific policies and accompanying procedures so as to help the ministry/agency effectively discharge its functions and improve service delivery to the citizens.

3.1.8. Advise/Assist in preparing restructuring proposal of the Ministry, and associated activities like preparation of TORs for various positions.

3.1.9. Advise/Assist in devising procedures so as to implement the reform process in the ministry/agency.

3.1.10. Advise/Assist in formulating policies and procedures for carrying out crosscutting functions like gender equity, environment, anti-corruption, etc.

3.1.11. Assist in setting up institutional mechanism to strengthen regulatory and service delivery function of the Ministry.

3.1.12. Provide on the job training using "coaching and mentoring" to develop individual capacity of the senior management / counterparts of the ministry / agency to meet organization goals.

3.1.13. Assist the ministry / agency in development of knowledge products.

3.2. Apart from the above tasks, the CDA may be required to assist the Senior Management in the following areas:

3.2.1. Implementing Government-wide Policy Tasks:

3.2.1.1. Achieving Millennium Development Goals specifically in preparing policy advice; and

3.2.1.2. Implementing principles of gender equality and non-discrimination.

3.2.2. Implementing Ministry/Agency's policy, structures and business process:

3.2.2.1. Assisting to identify roles and responsibilities of the ministry;

3.2.2.2. Developing understanding of policy analysis, policy development and negotiation and assist in the preparation of proposals for policy, structural or procedural reform.



- 3.2.2.3. Assist in negotiation of proposal/policies within the Ministry and/or with other Ministries / Agencies;
- 3.2.2.4. Use of basic organizational audit methodologies such as analysis of strengths, weaknesses, opportunities and threats (SWOT) and organizational capacity assessment tools for assessment of the existing situation to identify strengths and weaknesses and opportunities for improvement;
- 3.2.2.5. Coach management in how to restructure and redefine functions of work units / departments and to define new work procedures, team based work processes and job descriptions;
- 3.2.2.6. Assist departments and divisions to analyze the impact of change and provide for feedback to correct or adjust the course of the change process and assist management to implement procedures for reviewing and evaluating the outcome of change processes;
- 3.2.2.7. Assist management to identify and allocate responsibilities to department staff and working units to ensure appropriate delegation of decision making and implementation of orders.
- 3.2.3. Behavioral, Managerial Style Tasks:
 - 3.2.3.1. Assist management to establish mechanisms for participative decision making, task allocation and conflict resolution within departments and working units;
 - 3.2.3.2. Advise on techniques for discharge of the general administration and office management responsibilities in the Ministry;
 - 3.2.3.3. Coach managers on leadership and team based work processes, including motivating, giving direction, and applying incentives and disciplinary measures;
 - 3.2.3.4. Apply confidence building techniques to establish and sustain trust and to ensure commitment and cohesion within team work environments.
- 3.2.4. Any other task assigned by the NIBP Project Manager.

4. Outputs of the Assignment

- 4.1. A Work Plan for the assignment.
- 4.2. A specific supplementary TOR for the functional area of assignment assigned to the CDA.
- 4.3. A Capacity Development Plan inclusive of the Capacity Assessment report.
- 4.4. Capacity of staff of ministry/agency especially the senior management and others, developed in accordance with agreed work plan such that they are able to manage the affairs of the ministry / agency with minimum support.
- 4.5. Ministry specific policies and procedures put in place.

5. Reporting requirements

- 5.1. The Coach/Advisor shall report to the NIBP Project Manager and submit the following reports:
 - 5.1.1. Monthly Output / Activity / Progress report for the tasks in the TOR;
 - 5.1.2. Quarterly Output / Activity / progress report for the tasks in the TOR;
 - 5.1.3. Any other information and reports requested from time to time.

**UNITED NATIONS DEVELOPMENT PROGRAMME
GENERAL CONDITIONS OF CONTRACTS FOR THE
SPECIAL SERVICES AGREEMENT**

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 the 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 Agreement 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 the 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 the UNDP in connection with the performance of its obligations under the Agreement. Should any authority external to UNDP seek to impose any instructions on the Agreement regarding the Individual contractor's performance under the Agreement, 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 Agreement or otherwise related to its obligations under the Agreement that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Agreement 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 Agreement 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 Agreement. In the performance of the Agreement 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 SSA for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Agreement, 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 Subscriber 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 Agreement, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Agreement. 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 Agreement shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Agreement or when no longer needed by the Individual

(H) (66)

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 Agreement 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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement. 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 Agreement 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 Agreement.

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 Agreement, 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 Agreement. 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 Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE-INCURRED DEATH, INJURY OR ILLNESS

If the Individual contractor is required by the UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, such travel shall be at the expense of the UNDP and shall

Seen, Read and Initialed _____

(14)
6

be governed by conditions equivalent to the relevant provisions of the 100 series of the United Nations Staff Rules (chap. VII). 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 the UNDP or connected with the performance of the Agreement. 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 Agreement while the Individual contractor is traveling at UNDP expense or is performing any services under the Agreement in any offices or premises of the 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.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Agreement, of any part thereof, or of any of the rights, claims or obligations under the Agreement except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of agreement concerning any goods or services to be provided under the Agreement shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto, unless any such undertakings, licenses or other forms of agreement are the subject of a valid written undertaking by UNDP. No modification or change in the Agreement shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Agreement 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 Agreement, 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 Agreement. 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 Agreement.

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 the 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 the 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 Agreement, in whole or in part, separately or



(15) (68)

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 Agreement, which give rise to legal liability to anyone not a party to the Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE

The Subscriber 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 Agreement. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Agreement, 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 Agreement. The Subscriber 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 Agreement.

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 Agreement, 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 Agreement. 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 Agreement. 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 Agreement.

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Agreement, UNDP shall have the right to suspend or terminate the Agreement on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Agreement in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days.

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 Agreement 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 Agreement.

Seen, Read and Initialed _____

(10) (69)

13. TERMINATION

Either party may terminate the Agreement, 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 agreements 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 Agreement.

UNDP may, without prejudice to any other right or remedy available to it, terminate the Agreement 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 Agreement.

In the event of any termination of the Agreement, 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement. Additional costs incurred by UNDP resulting from the termination of the Agreement 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 Agreement, 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 Agreement, 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. SETTLEMENT OF DISPUTES



17

Amicable Settlement: UNDP and the individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Agreement 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 Agreement, 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 Agreement, order the termination of the Agreement, 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 Agreement, 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 Agreement, 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. PRIVILEGES AND IMMUNITIES

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

[Empty rectangular box for signature]