

United Nations Development Programme

Programme of Assistance to the Palestinian People
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IC-2011-214

INDIVIDUAL CONSULTANCY SERVICES

Date: 14 November 2011

Reference: IC-2011-214

Country: Occupied Palestinian Territory (oPt)

Description of the assignment: Legal Research Expert- Support to the Ministry of Justice Joint Legal Committee Section

Project name: Rule of Law and Access to Justice

Period of assignment: 80 working days

Duty Station: Ministry of Justice - Ramallah


You are requested to submit a **technical proposal only** for the referred assignment, as per enclosed Terms of Reference (ToR).

To enable you to submit a proposal, enclose please find:

Annex I Terms of Reference (ToR)
Annex II Instructions to Applicants
Annex III Individual Consultant General Terms and Conditions

Applications shall be submitted on **30 November, 2011 (Jerusalem Time)**.

Yours sincerely,


Khaled Shahwan
Deputy Special Representative (Operations)



ANNEX I

TERMS OF REFERENCE

Legal Research Expert

1) BACKGROUND

The justice sector in the occupied Palestinian territory (oPt) faces a range of external and internal challenges. While internal issues are currently addressed by the Palestinian National Authority (PNA) in conjunction with international development partners, the protracted Israeli occupation constitutes the major external factor that curtails the effectiveness of PNA efforts.

As highlighted in various UN/UNSCO documents and reports, the restrictions arising from the continued Israeli occupation include:

- Physical barriers, including checkpoints and roadblocks;
- Restrictions on movement and access;
- Administrative measures which control population movement and especially official movement; and
- Other Israeli rules and regulations (including emergency and military regulations).

Although it is frequently reported that Israeli restrictions have a significant impact on the effectiveness of the Palestinian justice sector, the Government of Israel does not accept that this is the case. As there is little concrete data available to verify these reports, discussions on the issue through the Joint Legal Committee have made little progress.

To fill the current information gap, UNDP, in cooperation with the Palestinian Ministry of Justice, aims to contract a legal expert to conduct a scoping study of the impact of Israeli restrictions on the functioning of the Palestinian justice sector.

2) OBJECTIVES OF THE ASSIGNMENT:

The legal expert is expected to provide a thorough assessment of the impact of Israeli restrictions on the Palestinian justice sector.

The expert, in coordination with all relevant actors and stakeholders, will: identify the key areas where Israeli restrictions impact on the justice sector on the basis of quantitative and qualitative data collection; assess the availability and reliability of evidence in these areas; and develop a comprehensive action plan for such statistics to be collected and analysed in the future.



3) SCOPE OF WORK:

The Legal Expert will work under the overall supervision of the UNDP Rule of Law Technical Specialist based in the Ministry of Justice. In addition the Legal Expert will regularly report on progress to the Deputy Minister of Justice and will consult with all relevant PA and other institutions.

Based on specific examples, the following information should be collated:

- Impact on PCP obtaining necessary equipment within a reasonable time period including an assessment of the average time required to obtain equipment;
- Difficulty of PCP pursuing fugitives, preventing crime or reaching crime scenes outside of Area A within a reasonable time period, including an assessment of the average time required to get permission to enter Areas B and C;
- Challenges related to deploying personnel within Area A, but requiring transit through Areas B and C, including assessment of the average time required to receive such permits;
- Impact on PCP and/or the AGO investigating crimes, including securing evidence, interviewing suspects/witnesses outside of Area A, including an assessment of the average time required to get permission to enter Areas B and C;
- Challenges related to pursuing suspects, persons released on bail, or convicted persons into Areas B and C and Israel;
- Difficulty for PCP/Judicial Police or AGO serving summons, judicial decisions and other judicial documents outside of Area A, including an assessment of the average time required to get permission to enter Areas B and C;
- Challenges relating to PNA institutions following up on crimes, potentially prosecuted in the Israeli legal system, committed by Israeli ID card holders in Palestinian territory or against Palestinians, including by settlers, and whether investigative files or evidence resulting from Israeli investigations of crimes committed in Area C are shared with Palestinian police or prosecutors, and if so what procedures are followed;
- Impact on PCP and AGO being able to effectively investigate and prosecute cases because of restrictions of movement of detainees, and/or restrictions on the movement of evidence, especially drugs and weapons;
- With regard to detainees what are the challenges involved in transferring prisoners from Areas B and C to Area A, including an assessment of current procedures and timelines;
- Effect on the processing of cases in reasonable time because of restrictions of movement on detainees, witnesses, lawyers, judges etc including an assessment of how prevalent court postponements are required for these reasons and how this number could be reduced in the future;
- Impact on civil cases, including access to courts for claimants, witnesses and private lawyers, including challenges in enforcement of court judgments in civil disputes and in *sharia* court cases;
- Specific examples of where Israeli restrictions have affected the Palestinian justice system should be identified and analysed; and



- Any other key area of justice sector operations, including the independence of the judiciary, which are effected by restrictions, including enforcement of civil court, family court decisions etc.

Based on the available data/statistics, the legal expert is expected to provide a comprehensive analysis of the impact of the Israeli restrictions on the effectiveness of the Palestinian justice system. This should also entail identifying regional disparities, examining whether an issue is limited to certain localities or appears to be systemic throughout the West Bank.

4) DELIVERABLES:

- A 'Impact of Israeli restrictions on the Palestinian Justice System Study', totalling 50 pages plus annexes, with an executive summary of not more than 5 pages describing key findings and recommendations. The study, which is expected to be in English, will be prepared in close consultation with UNDP and relevant PNA institutions and circulated to relevant stakeholders for input and comments.
- Detailed questionnaires to assess the impact of Israeli restrictions on their day-to-day work developed and conducted with representative samples of staff from the PCP, AGO, HJC and MOJ.
- A comprehensive action plan for such statistics to be collected and analysed in the future.
- An expert presentation is given at a workshop to present the findings of the study to relevant actors and stakeholders.

5) PAYMENT TERMS:

Payments are based upon output, i.e. upon delivery of the services specified in the TOR:

Milestone	% Payment	Target Date
Written detailed work plan completed, to include methodology. Work plan and methodology should take into account specific recommendations for conducting the assignment based on comprehensive consultations with the Ministry of Justice and other relevant institutions	10 %	10 days
Detailed questionnaires to assess the impact of Israeli restrictions on their day-to-day work developed and conducted with representative samples of staff from the PCP, AGO, HJC and MOJ.	30%	40 days

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A 'Impact of Israeli restrictions on the Palestinian Justice System Study', totalling 50 pages plus annexes, with an executive summary of not more than 5 pages describing key findings and recommendations.	40%	80 days
A comprehensive action plan drafted for relevant statistics to be collected and analysed in the future	10%	80 days
An expert presentation is given at a workshop to present the findings of the study to relevant actors and stakeholders	10%	80 days

All payments will be issued upon satisfactory acceptance by UNDP/PAPP and full delivery of all deliverables.

6) **REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

I. Academic Qualifications:

- Minimum Master's Degree in Law

II. Years of experience:

- At least 7 years of professional experience in the field of law;
- Experience in delivering or managing justice services in Palestine essential;
- Experience in conducting qualitative legal research essential;
- Strong understanding of the justice sector;
- Working experience in/for an international organization is an advantage as is knowledge of UNDP and other international Organizational and functional Review processes;

III. Competencies:

- Ability to work within a team.
- Ability to work under pressure.
- Very strong interpersonal skills.
- Full computer literacy;
- Fluency in Arabic and English with exceptional writing, presentation and communication skills. Knowledge of Hebrew an asset

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ANNEX II Instructions to Applicants

1. Introduction

UNDP/PAPP seeks technical proposals from qualified **Legal Research Experts**.

2. Documents comprising the Technical Proposal

Interested individual consultant must submit the following documents/information, which comprises the Technical Proposal:

- (i) Explain in a cover letter why you are the most suitable for the work;
- (ii) Provide a brief methodology on how you will approach and conduct the work;
- (iii) Provide personal CV including all qualifications and past experience in similar projects; and
- (iv) Submit at least two (2) recommendations letters.
- (v) Sample of research conducted (in English or Arabic).

3. Evaluation

Preliminary examination

UNDP/PAPP will examine the Proposals to determine whether they are complete, and whether they are substantially responsive to the qualification and experience minimum requirements. A Proposal determined as not substantially responsive will be rejected by UNDP/PAPP and may not subsequently be made responsive by the Applicant by correction of the non-conformity.

Detailed examination

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposals **prior to any financial proposal being requested and compared**.

The technical proposals are evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

Below please find the evaluation form for the technical proposals. The obtainable number of points specified for each evaluation criterion indicates the relative significance of weight of the item in the overall evaluation process.

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Evaluation Criteria	Allocated Points
1.1. Minimum Masters Degree in Law	15
1.2. At least 7 years experience in the field of law	15
1.3. Experience conducting qualitative legal research	20
1.4. Working experience in/for international organizations, UN Agencies	10
1.5. Strong understanding of the Palestinian justice sector	15
1.5. Proposed Methodology:	
- To what degree does the Applicant understand the task?	5
- Is the scope of task well defined and does it correspond to the TOR?	10
- Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	10
Total	100

In the Second Stage, UNDP/PAPP will request Financial Proposals from applicants who attained the minimum technical score of 70% of the obtainable score of 100 points in the evaluation of the technical proposals.

4. FINANCIAL PROPOSAL

PLEASE DO NOT SUBMIT YOUR FINANCIAL PROPOSAL. THE FINANCIAL PROPOSALS WILL BE REQUESTED AT A LATER STAGE FROM APPLICANTS WHO ATTAINED THE MINIMUM TECHNICAL SCORES.

The financial proposal shall specify a total lump sum amount, and shall include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

Payments are based upon output, i.e. upon delivery of the services specified in the TOR.

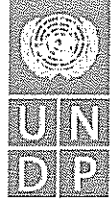
All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel.

UNDP will not be responsible for Transportation.

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5. AWARD OF INDIVIDUAL CONTRACT

The UNDP procuring entity will award the Individual Contract to the First Lowest Evaluated Financial Proposal among those technically qualified applicants.

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without incurring any liability to the affected applicant or any obligation to inform the affected applicant or applicants of the ground for the UNDP's action.

The UNDP procuring entity will award the Individual Contract to the First Lowest Evaluated Financial Proposal among those technically qualified consultants.



**ANNEX III
INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN' Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the 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

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Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was

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disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

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

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

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in

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any way shall constitute an Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the

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Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any

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peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract

13. **TERMINATION:** Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

14. **NON-EXCLUSIVITY:** UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

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15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

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

17. SETTLEMENT OF DISPUTES:

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

United Nations Development Programme

Programme of Assistance to the Palestinian People
برنامج الامم المتحدة الانماني / برنامج مساعدة الشعب الفلسطيني



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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.