

Request for Proposal (RFP)

Date: April 15, 2014

Dear Sir/Madam,

Subject: RFP for the provision of services for a Regional Thematic Evaluation on Political Participation

1. You are requested to submit a proposal for a Regional Thematic Evaluation on Political Participation services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule (Annex V)
 - vi. Joint Venture Form (Annex VI)
 - vii. Proposed Copy of Contract (Annex VII)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes with the reference: RFP – Regional Thematic Evaluation on Political Participation, should reach the following address no later than Friday May 2th, 2014 - 17:00 hours (Republic of Panama, local time) at UN Women to the attention of: Procurement Unit

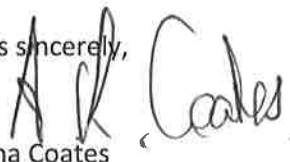
In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and send to procurement.one@unwomen.org

Technical and Financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

To secure your financial offer please set up a password which will be used at later stage once the evaluation of the technical proposal is complete. The companies who achieve the minimum score will be requested to provide passwords.

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,



Anna Coates

Deputy Regional Director

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

UN WOMEN seeks a qualified and independent company for the provision of Regional Thematic Evaluation on Political Participation services to contribute on enhancing UN Women's approaches for leadership and political participation for the implementation of the 2014-2017 Strategic Plan in Latin America and the Caribbean Region.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UN WOMEN will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN WOMEN entity in writing at the organization's mailing address: procurement.one@unwomen.org. The procuring UN WOMEN entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UN WOMEN entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UN WOMEN entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN WOMEN entity shall be written in the **English or Spanish language**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form (Annex IV);
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) In the case of a consortium/joint venture/association, the form in Annex VI as an addendum to the RFP and to be read as Annex VI must be completed, signed and submitted along with your technical proposal, in which case:
 - a) All parties shall be jointly and severally liable to UN-Women for any obligations arising from their proposal or the contract that may be awarded to them as a result of this solicitation exercise; and
 - b) One party shall be designated to act as the focal point to deal with UN-Women. Such party shall have the authority to make decisions binding upon the joint venture, association or consortium during the solicitation process and, in the event a Contract is awarded, during the duration of the contract. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UN-Women
- (d) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UN WOMEN entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in **US dollars**.

11. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UN WOMEN entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN WOMEN entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN WOMEN entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UN WOMEN shall effect payments to the Contractor after acceptance by UN WOMEN of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) **The outer envelope shall be:**

- addressed to –

UN WOMEN

Att: Procurement Unit - procurement.one@unwomen.org

and,

- marked with – “RFP – Regional Thematic Evaluation on Political Participation”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UN WOMEN entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UN WOMEN entity at the address specified under clause *Sealing and marking of Proposals* no later than **Friday May 2th, 2014 – 17:00 hours (Republic of Panama, local time)**.

The procuring UN WOMEN entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UN WOMEN entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UN WOMEN entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UN WOMEN entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UN WOMEN entity and a Programme representative.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the highest score on a cumulative analysis.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company				
				A	B	C	D	E
1.	Management Plan Expertise of firm / organization submitting proposal	20%	200					
2.	Proposed Methodology Proposed Work Plan, Methodology and Approach	50%	500					
3.	Resource Plan Qualifications of personnel/ expertise of firm/ organization	30%	300					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan, Methodology and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Management Plan Expertise of firm / organization submitting proposal							
1.1	Experience of organization and staff: <ul style="list-style-type: none"> • Organizational CV with minimum of 3 previous job/projects/contracts reference and/ accreditations • Firm with extensive experience in evaluation and/or thematic area of women's political participation. • Team includes an experienced team leader, a senior women's political empowerment expert and a senior evaluation expert. • Balance in terms of gender and evaluators with experience in both sub-regions (Latin America and Caribbean). 	75					
1.2	General organizational capability which is likely to affect implementation: <ul style="list-style-type: none"> • Proven organizational legal constitution, • Financial statement for the last 2 current years. 	25					
1.3	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Previous experience in conducting thematic evaluations as well as regional and complex multi stakeholders evaluations. - Experience on evaluation of similar programmes/projects in the region - Previous work for other UN agencies/ major multilateral/ or bilateral programmes 	100					
		200					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed Methodology Proposed Work Plan and Approach								
2.1	To what degree does the Offeror understand the task?	50						
2.2	Have the important aspects of the task been addressed in sufficient detail?	50						
2.3	Are the different components of the proposal adequately weighted relative to one another?	50						
2.4	Is the proposal based on the requirements of TOR?	100						
2.5	Is the conceptual framework adopted appropriate?	100						
2.6	Is the methodology planned appropriate to achieve evaluation's results?	100						
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient Implementation to the project?	50						
		500						

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Resource Plan Personnel								
3.1	Team Leader							
		Sub-Score						
	At least 15 years practical experience in conducting evaluations of International policies and programmes utilizing a wide range of approaches and methods including utilization focused, gender and human rights responsive, and mixed methods with a background in political science	30						
	Extensive experience acting as team leader for complex evaluations and proven ability to manage a diverse evaluation team	20						
	Previous experience in conducting evaluations on WPP or related themes would be considered an asset	20						
	Excellent knowledge of the UN system, UN reform processes and UN Women programming at the regional and country level	20						

	Experience and knowledge on gender equality and women's empowerment, gender mainstreaming, gender analysis and the related mandates within the UN system; experience/knowledge of women's movements	20							
	Experience or knowledge on the human rights international framework, parliamentary work, democracy, governance, rule of law, and related mandates within the UN system	20							
	Excellent analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders	10							
	Communications skills (fluent in Spanish and English)	10							
			150						
3.2	Senior WPP Expert								
			Sub-Score						
	At least 10 years professional experience in WPP field, such as parliamentary work, work with political parties, work with women movements/think tanks/academia working on WPP	20							
	Experience/knowledge on gender equality and women's empowerment issues, gender mainstreaming, gender analysis and thorough knowledge of the related mandates within the UN system and particularly that of UN Women's	15							
	Knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates within the UN system	15							
	Strong analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders	15							
	Communications skills (fluent in Spanish and/or English)	10							
			75						
3.3	Senior Evaluation Expert								
			Sub-Score						

	At least 7 – 10 years practical experience in conducting evaluation of international policies and programmes utilizing a wide range of approaches and methods including utilization focused, gender and human rights-responsive, and mixed methods and background in social research	20							
	Strong knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates within the UN system	15							
	Knowledge of the UN system, UN reform processes and UN programming at the regional and country level	10							
	Experience and knowledge in gender equality and women’s empowerment, gender mainstreaming, gender analysis and the related mandates within the UN system. Experience / knowledge of women’s movements would be considered an asset	10							
	Excellent analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders	10							
	Communications skills (fluent in Spanish and/or English)	10							
			75						
	Total Part 3			300					
	70% of 1000pts = 700 pts needed to pass technical								

F. Award of Contract

22. Award criteria, award of contract

The procuring UN WOMEN 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 thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser’s action

Prior to expiration of the period of proposal validity, the procuring UN WOMEN entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

23. Purchaser's right to vary requirements at time of award

At the time of award of Contract, UN WOMEN reserves the right to vary 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

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Failure of the successful Offeror to comply with the requirement of Clause 24 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

UN WOMEN General Conditions of Contract

1. LEGAL STATUS OF THE PARTIES: The United Nations Entity for Gender Equality and the Empowerment of Women (UN-WOMEN) and the Contractor shall also each be referred to as a "Party" hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to UN-WOMEN by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

2.3 At the option of and in the sole discretion of UN-WOMEN:

2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel's performing any obligations under the Contract;

2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel's performing any obligations under the Contract; and,

2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor's personnel, UN-WOMEN may reasonably refuse to accept any such personnel.

2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

2.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.

2.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.

2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UN-WOMEN with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UN-WOMEN shall:

2.6.1 undergo or comply with security screening requirements made known to the Contractor by UN-WOMEN, including but not limited to, a review of any criminal history;

2.6.2 when within UN-WOMEN premises or on the United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UN-WOMEN for cancellation.

2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.

2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on the United Nations property shall be confined to areas authorized or approved by UN-WOMEN. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.

3. ASSIGNMENT:

3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UN-WOMEN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.

3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*

3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and,*

3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.

4. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UN-WOMEN shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the 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, and the 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.

5. INDEMNIFICATION:

5.1 The Contractor shall indemnify, defend, and hold and save harmless, UN-WOMEN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-WOMEN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1 allegations or claims that the possession of or use by UN-WOMEN of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-WOMEN under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or,*

5.1.2 any acts or omissions of the 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.

5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN-WOMEN directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UN-WOMEN or another party acting under the direction of UN-WOMEN made such changes.

5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

5.4 UN-WOMEN shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN-WOMEN or any matter relating thereto, for which only UN-WOMEN itself is authorized to assert and maintain. UN-WOMEN shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

5.5 In the event the use by UN-WOMEN of any goods, property or services provided or licensed to UN-WOMEN by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

5.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;

5.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

5.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods, property or services, or part thereof.

6. INSURANCE AND LIABILITY:

6.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UN-WOMEN caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

6.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.

6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

6.4 The Contractor acknowledges and agrees that UN-WOMEN accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;

6.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.

6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

6.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.

6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

7. ENCUMBRANCES AND 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 UN-WOMEN against any monies due to the Contractor or that may 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 Contractor or UN-WOMEN.

8. EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

9.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN 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 UN-WOMEN 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.

9.2 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, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN 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.

9.3 At the request of UN-WOMEN, 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 UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.

9.4 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 UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.

10. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UN-WOMEN or the United Nations in connection with its business or otherwise without the written permission UN-WOMEN.

11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

11.1 The Recipient shall:

11.1.1 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*,

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

11.2 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 11, the Recipient may disclose Information to:

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

11.2.2 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:

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

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

11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

11.3 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 including its subsidiary organs, the Contractor will give UN-WOMEN sufficient prior notice of a request for the disclosure of Information in order to allow UN-WOMEN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 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.

11.6 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.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition 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 condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the

notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, 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 Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UN-WOMEN 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.

13. TERMINATION:

13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

13.2 UN-WOMEN may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UN-WOMEN applicable to the performance of the Contract or the funding of UN-WOMEN applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UN-WOMEN may terminate the Contract without having to provide any justification therefor.

13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UN-WOMEN, the Contractor shall, except as may be directed by UN-WOMEN in the notice of termination or otherwise in writing:

13.3.1 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;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UN-WOMEN and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 transfer title and deliver to UN-WOMEN the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

13.3.6 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 UN-WOMEN thereunder;

13.3.7 complete performance of the work not terminated; *and,*

13.3.8 take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UN-WOMEN has or may be reasonably expected to acquire an interest.

13.4 In the event of any termination of the Contract, UN-WOMEN shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UN-WOMEN shall not be liable to pay the Contractor except for those goods delivered and services provided to UN-WOMEN in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UN-WOMEN or prior to the Contractor's tendering of notice of termination to UN-WOMEN.

13.5 UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

13.5.6 UN-WOMEN reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

13.6 Except as prohibited by law, the Contractor shall be bound to compensate UN-WOMEN for all damages and costs, including, but not limited to, all costs incurred by UN-WOMEN in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the events specified in Article 13.5, above, and shall provide UN-WOMEN with any information pertinent thereto.

13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.

14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UN-WOMEN shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

16. **SETTLEMENT OF DISPUTES:**

16.1 **AMICABLE SETTLEMENT:** The Parties 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.

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. 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") and Article 34 ("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. 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.

18. TAX EXEMPTION:

18.1 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 UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UN-WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

19. MODIFICATIONS:

19.1 Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of UN-WOMEN, or such other Contracting authority as UN-WOMEN has made known to the Contractor in writing, possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in the 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 the Contract shall be valid and enforceable against UN-WOMEN unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UN-WOMEN or such other contracting authority as UN-WOMEN has made known to the Contracting in writing.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UN-WOMEN nor in any way shall constitute an agreement by UN-WOMEN thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. AUDITS AND INVESTIGATIONS:

20.1 Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of UN-WOMEN at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.

20.2 UN-WOMEN 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 Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The 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 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 UN-WOMEN access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN-WOMEN hereunder.

21. LIMITATION ON ACTIONS:

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

22. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UN-WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UN-WOMEN. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

24. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN-WOMEN or the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UN-WOMEN or the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

25. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

26. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

27. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

28. SEXUAL EXPLOITATION:

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value,

for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

28.2 UN-WOMEN 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.

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TERMS OF REFERENCE

Regional Thematic Evaluation on Political Participation

I. Background

In July 2010¹, the United Nations General Assembly established UN Women². The creation of UN Women came about as part of the UN reform agenda, consolidating the Organization's resources and mandates on gender equality for greater impact. The mandate of UN Women brings together four pre-existing entities³, calling on UN Women to have universal coverage, strategic presence and ensure closer linkages between the norm setting inter-governmental work and operations at the field level. It entrusts UN Women with a leading role in normative, operational and coordination work on gender equality in the UN system, including women's political empowerment.

The mandate of UN Women is guided by the Beijing Platform for Action, the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), the United Nations Millennium Declaration, relevant General Assembly, Economic and Social Council, Commission on the Status of Women and other applicable United Nations instruments, standards and resolutions. The work of UN Women is focused on responding to its three core mandates:⁴

1. **Normative work:** to support inter-governmental bodies, such as the Commission on the Status of Women and the General Assembly, in their formulation of policies, global standards and norms;
2. **Operational work:** to help Member States to implement international standards and to forge effective partnerships with civil society; and
3. **Coordination work:** entails both work to hold the UN system accountable for its own commitments on gender equality, including regular monitoring of system-wide progress, and also the broader role of the entity in mobilizing and convening key stakeholders and partnerships.

UN Women approach to supporting Women's leadership and political participation at all levels

Women's political participation is one of UN Women's core thematic priorities, as reflected in its Strategic Plans for 2011-2013 and 2014-2017 Impact 1: Women lead and participate in decision making at all levels.

¹ UN Women was not operational until January 2011.

² United Nations, General Assembly Resolution 64/289: system wide coherence (A/RES/64/289), July 2010.

³ The Division for the Advancement of Women (DAW); the International Research and Training Institute for the Advancement of Women (INSTRAW); the Office of the Special Adviser on Gender Issues and Advancement of Women (OSAGI); and the United Nations Development Fund for Women (UNIFEM).

⁴ Based on "About us" accessed on www.unwomen.org, 18 Nov. 2013.

Promoting women's leadership and political participation, at all levels of governance, has been identified as a critical impact for UN Women, not only for achieving gender equality but also as an intrinsic precondition for democratic governance and sustainable development. Since women constitute around half the world's population, it is a matter of justice and democracy that women are represented in decision making positions (at government, legislative or judiciary branches).

The objective of promoting women's political empowerment is aligned with both the Millennium Development Goals and resolutions that have emerged from relevant intergovernmental processes that promote greater representation of women. The results envisaged increasing representation and participation of women in political parties and political decision-making — from the national to the local level — as well as women's representation, leadership and influence in other areas of civic engagement.

Efforts towards promoting women's political participation imply that women must be able to: vote in all the elections; be elected in any popular electoral position; participate in the formulation of public policies; be involved in any function in governmental administrations; be involved in non-governmental organizations; or represent their governments in international fora.

To achieve this impact, UN Women pursues outcome-level results such as: 1. Supporting the reform, adoption and implementation of constitutions, legal frameworks, and policies to advance women's right to participate in decision making at national and local levels. 2. Supporting gender responsive measures (mechanisms, processes and services) to promote women's leadership and participation in politics. 3. Supporting gender equality advocates influence constitutions, legal frameworks and policies to increase women's leadership and political participation.

Intergovernmental and coordination results focus on achieving continued reinforcement and monitoring to promote increase women's participation and leadership. Inter-agency results relate to the achievement of greater coherence in policy advice provided by the United Nations to Governments to create incentives and measures to expand women's leadership in political and other spheres. The support of UN Women for expanding and improving women's political participation through inter-agency partnerships, technical support to Governments and civil society, and grants provided through the Fund for Gender Equality (FGE)⁵ will all feed into tracking progress in this goal area. Key United Nations partners for UN Women on women's political participation include UNDP, the Department of Political Affairs and DPKO.

All thematic areas of UN Women's Strategic Plan are inextricably linked to each other; therefore it is important to identify the synergies that exist across thematic areas. There is a strong connection between women's participation in decision making and strategies for women's economic empowerment efforts (Strategic Plan Impact 2) and to strengthen the responsiveness of national plans and budgets to gender equality (Strategic Plan Impact 5). Similarly, ensuring women's leadership and participation in peace and security and humanitarian action, (Strategic Plan Impact 4) and ending violence against women (Strategic Plan Impact 3) are imperative for enhancing political participation opportunities – and vice versa, enhancing women's economic and political opportunities can be an enabling factor for women to live free from violence and/or contribute to sustainable peace-building efforts.

⁵ FGE is the only global fund that is exclusively dedicated to women's economic and political empowerment. See: <http://www.unwomen.org/en/trust-funds/fund-for-gender-equality>

As with other thematic areas, WPP is supported by most offices/divisions/sections: Country/Multi-country/Regional Offices, Programme Division, Policy Division, Fund for Gender Equality, Intergovernmental Support Division, Resource Mobilization Division, Communications Division, and the Coordination Division.

UN Women's Strategy for women to lead and participate in political decision making process at all levels in Latin America and the Caribbean has identified ten priority areas for strategic intervention from 2014-2017. The evaluation should take those into account with a view to support the implementation of the regional strategy. The ten areas are:

1. Promote legal and/or constitutional reforms directed to increase the participation of women in political decisions, including through TSM and/or the commitment to gender parity.
2. Promote gender sensitive parliaments.
3. Support increasing women in leadership positions.
4. Strengthen the role of civil society movements to advocate and influence on WPP.
5. Increase the participation and leadership of women in sub-national or local government.
6. Provide options for reforms in political parties to strengthen their commitment towards substantive equality and parity.
7. Combating violence and harassment against women in politics and in elections.
8. Generate further regular data to evaluate the progress, opportunities and risks regarding the political participation of women in the region.
9. Promote the inclusion and participation of young women in politics.
10. Advocate within the Media sector a culture that promotes and supports gender equality.

Specific actions addressed to indigenous and afro-descendant women will be contemplated throughout the ten priorities above mentioned, focused on two strategies: 1) their participation in the internal structures of government of indigenous populations; 2) their inclusion and participation in the State political system.

Key stakeholders identified by UN Women in Latin America and the Caribbean include: i) Member States (including bilateral donors; ii) The UN System, at country, multi-country and regional levels; iii) Key national stakeholders (Parliaments, Electoral commissions and tribunals, National Women Mechanisms, local authorities networks or networks of women politicians); iv) Regional and sub-regional intergovernmental bodies, the Organization of Americas States-OAS, including the Department of Electoral Cooperation and Observation and the Interamerican Commission of Women, the Andean Community (CAN/CAAAMI), the Centro American System of Integration, (SICA/COMMCA), the Caribbean Community and Common Market (CARICOM), the Iberoamerican Secretary General (SEGIB); v) Regional and sub-regional Parliaments (Parlamento Latinoamericano- PARLATINO, and Parlamento Centroamericano-PARLACEN); vi) Regional financial institutions (Inter-American Development Bank-IDB); vi) The Iberoamerican Union of Municipalities, and other regional, sub-regional and national networks of women local authorities; vii) International organizations like IDEA International; viii) academia, foundations and women's rights non-governmental organizations; and ix) the private sector.

II. Purpose, scope and objectives of the evaluation

The main purpose of this regional thematic evaluation is to contribute to enhancing UN Women's approach to leadership and political participation programming to reach the objective of the Latin America and Caribbean Strategy on women leadership and political participation for 2014-2017. The findings will be used for strategic policy and programmatic decisions, organizational learning and accountability as well as for the identification of good practices to advance women's political participation in the decision making process at all levels. The evaluation is also expected to feed into UN Women's efforts to promote WPP components in the Post-2015 agenda and Beijing +20 process. The targeted users of the evaluation are the UN Women Executive Board, UN Women Senior Management, UN Women in the Americas and the Caribbean, and key stakeholders in the area of Women's Political Participation (WPP).

The evaluation will be *formative*. Formative evaluations are usually conducted during the development of a programme or its ongoing operation. They provide feedback on areas for improvement, are prospective and proactive in their orientation, and serve quality assurance purpose. "Formative evaluations assess and assist with the formulation of goals and priorities, provide direction for planning and assessing alternative courses for action and draft plans, and guide programme management by assessing implementation of plans and interim results"⁶. Finally formative evaluations often form the basis for the summative evaluations when the programme is matured.

This formative evaluation will analyze the design and implementation of programmes and activities related with women's leadership and political participation in the LAC Region during the **time period 2011 through the first quarter of 2014**. It will also assess progress towards UN Women's strategic goal to increase women's leadership and political participation.

It will take into consideration the approach to advance WPP identified in the new Strategic Plan for 2014 – 2017, the new Regional Strategy for women to lead and participate in the decision making process at all levels; as well as ongoing efforts by UN Women to re-formulate its strategic vision/approach for this area, with the aim of providing strategic input to this process. The scope of the evaluation is regional and will include all dimensions of UN Women's mandate: to support normative and intergovernmental, operational and coordination work at regional and country levels. In an effort to identify and assess WPP linkages with other thematic areas of work and synergies or possible overlap/duplication within the Entity, the evaluation will include a review of programmes/initiatives with explicit cross-cutting linkages to headquarters and other programmes, in the areas of peace and security, economic empowerment, governance and national planning, and eliminating violence against women.

The specific objectives of this formative evaluation are to:

1. Assess the **relevance** of UN Women's WPP approach at regional, national and local levels during the selected period, as well as UN Women's comparative advantage/added value in the WPP thematic area as compared with key partners (particularly within the UN System);
2. Assess **effectiveness and efficiency** in progressing towards the achievement of results, as defined in the 2011-2013 and 2014-2017 Strategic Plans, including the organizational

⁶ Stufflebeam, D.L and Shinkfield, A.J (2007) Evaluation Theory, Models, and Applications. John Wiley & Sons. P 25.

mechanisms to ensure efficient linkages/feedback loop between Regional and Multi-country and Country Offices, and linkages to headquarters policy division on relevant areas;

3. **Identify and validate lessons learned and good practices** that allow UN Women to support the sustainability of results achieved in the WPP thematic area in the region, as well as the replication and scaling-up of programmes and projects in other regions;
4. Provide **actionable recommendations** with respect to UN Women's WPP strategies and approaches in the region.

Key evaluation questions⁷:

Relevance:

- To what extent is UN Women strategically positioned to enhance WPP at local, national and regional levels?
- To what extent does UN Women's approach complement and add value to that of its key partners?
- To what extent is UNW's work aligned with other UN Agencies globally recognized concepts and objectives such as promoting parity and transformational leadership?
- To what extent is the generation of statistics and indicators and maintaining an up-to date legal and political analysis at country level a priority to monitor progress, opportunities and risks of WPP evolution and programming?
- Does the UN Women's Fund for Gender Equality, as a competitive grant-making mechanism, contribute to enhance WPP at national and regional level?
- Which strategies of intervention are more relevant to promote a sustainable progress on women's political participation: e.g. dialogue with women parliamentary caucus, reinforcing women's rights civil society movements, increasing women in leadership positions, training candidates or elected politicians, supporting gender sensitive parliaments, capacity development of political parties, generating wide public debates on democratic parity and TSMs, supporting legal reforms with the legislative bodies and/or the Electoral commissions?
- Has UN Women been able to generate a process to strengthen women leadership supporting women's strategic interests? Which strategies should be implemented to reinforce this?

Effectiveness:

- What is the progress towards results at regional and national levels that UN Women, including the Fund for Gender Equality, has contributed to so far?
- Are there opportunities for replication and scaling-up good practices and innovative approaches?
- Which level of intervention is more effective to influence in gender structural transformations, the local, sub-regional, national or international?
- What innovative factors, dynamics and mechanisms would contribute to the achievement of more sustainable results, e.g. with parliamentary women caucus, with political parties, with electoral commissions, with municipalities?
- To what extent has UN Women's approach to engaging with key partners regional parliaments, IDEA International, academia, local authorities' networks) been effective?

⁷ The proposed criteria and evaluation questions will be discussed with the evaluation team and refined in the inception report if needed.

- Given the limited mandates of regional and sub-regional organizations and hence, their impact, should UN Women give priority to national political decision counterparts and decision makers?

Efficiency:

- What operational mechanisms are needed to make UN Women's approach on WPP more efficient and effective?
- To what extent is learning from initiatives implemented in the field (including FGE, UNDEF) feeding into the regional approach and vice-versa?
- Do current reporting guidance and practices reflect the medium term impact on UNW's WPP work?
- Are human and financial resources in line with the political mandate of UN Women in WPP and the solid substantive input required to respond to demands identified in the field?
- Which strategies would be more efficient to promote south-south cooperation, enhancing mutual knowledge of initiatives and programs promoting WPP?
- Have there existed obstacles at country level (political, bureaucratic) that have limited the progress on the commitment towards women's political empowerment?

Coherence:

- To what extent does the role and function of a regional policy advisor provide efficiency and contribute to generate synergies to the country offices?
- What operational mechanisms are needed to make the regional task force on WPP more efficient in delivering results at all levels?
- To what extent does UN Women and other partners in the region act as guarantees of the legal framework on women's political rights? Do they act as stoppers of potential counter legislation?

Impact

- To what extent as a result of UN Women's intervention can we observe positive changes in the decisions adopted by women politicians?
- To what extent as a result of UN Women's intervention can we conclude that political parties are better off in terms of gender sensitive policies?

III. Methodology

The evaluation will be a transparent and participatory process involving relevant UN Women stakeholders and partners at the headquarters, the corporate, regional, and country levels. The evaluation will be based on gender and human rights principles, as defined in the UN Women Evaluation Policy⁸ and adhere to the United Nations norms and standards for evaluation in the UN System⁹. The evaluation methodology will employ mixed methods and an innovative approach for capturing results, such as through the use of participatory video to ensure that the views of traditionally excluded groups of women are represented in the evaluation. An important component of this evaluation will be the assessment of UN Women's results logic and approach for enhancing leadership and political participation. The logic model based on UN Women Strategic Plans 2011-2013 and 2014-2017 will be

⁸ UN Women, *Evaluation policy of the United Nations Entity for Gender Equality and the Empowerment of Women* (UNW/2012/12)

⁹ United Nations Evaluation Group, *Norms and Standards for evaluation in the UN System*, access at:

http://www.uneval.org/normsandstandards/index.jsp?doc_cat_source_id=4

used to assess whether this area is on the right track and whether the proposed interventions have the potential to achieve proposed outcomes in suggested time-frame.

The evaluation will have three levels of analysis and validation of information:

- *Level 1* will start with a desk review of information sources on WPP available through corporate UN Women reporting and information systems such as UN Women Annual Reports, donor reports, PRODOCS, existing portfolio analyses of PP programming, and relevant evaluations.
- *Level 2* will involve more in-depth WPP portfolio analysis of a representative sample of 3-4 UN Women Offices or “country cases”. *Level 2* analysis will be primarily based on a document review and supplemented with additional online/skype interviews with the key stakeholders of WPP programmes.
- *Level 3* will involve field visits in a representative sample of 3-4 countries and will deploy a number of evaluation methods ranging from document review, semi-structured interviews, rapid assessment surveys, observation and participatory video methods in a selected country. A comparative case study analysis¹⁰ will be applied to systematically compare and analyze data from case studies to identify, if possible, necessary characteristics and factors for the progress towards results to occur.

Finally, a comparative analysis of key UN partner’s mandates/activities in the area of WPP will be completed as part of the assessment of UN Women’s comparative advantage in this thematic area in the region.

The following data sources will be utilized and data will be triangulated to ensure validity and reliability:

- Review of key documents: Strategic Plans; ACRO Strategic Notes; intergovernmental mandates; UN policies; UN Women Annual Reports; available PP portfolio analyses; monitoring/reporting information, including donor reports for specific regional and national programmes and initiatives; evaluations; guidance notes, etc.;
- Interviews/focus groups with a purposive sample of UN Women staff, UN system partners, national level partners, civil society partners, donors, and regional entities.
- Survey of key partners and staff to assess UN Women’s comparative advantage in PP;
- In-depth document review of all UN Women Multi-country and Country Offices and programme offices in the region, including strategic notes, annual reports, donor reports, relevant evaluations and monitoring and reporting information on specific PP programmes and initiatives.
- 3-4 Country case studies: A set of criteria for selecting case study countries will be developed by the Evaluation Team in consultation with the evaluation reference group. The parameters may include the size of investment, sub thematic-representation, potential for scaling-up, variance of women’s political indicators, and feasibility of evaluation mission. However, a key criterion for the selection of case study countries is their potential to generate knowledge and learning on effective programming approaches.

The evaluation process has five phases:

¹⁰ For a discussion of configurational case study analysis see Byrne and Ragin (2009) *The Sage Handbook of Case-Based Methods*. Sage Publications.

- 1) **Preparation:** gathering and analyzing programme data, conceptualizing the evaluation approach, internal consultations on the approach, preparing the TOR, establishment of the reference group, and recruitment of the evaluation team;
- 2) **Inception:** consultations between the evaluation team and the Regional Office, programme portfolio review, stakeholder mapping, inception meetings with the reference group, review of the result logic for this thematic area, finalization of selection criteria for country case studies, finalization of evaluation methodology and inception report;
- 3) **Data collection and analysis:** desk review, in-depth review of global, country and regional level planning frameworks and programme documents, in-depth review of PP portfolio of AC Multi-country and Country Offices and online interviews, staff and partner survey/s, visits to 3-4 case study countries and preparation of case study reports;
- 4) **Analysis and synthesis stage:** analysis of data and interpretation of findings, and drafting of an evaluation report and other communication products (video); and
- 5) **Dissemination and follow-up:** development of a Management Response, publishing of the evaluation report, uploading the published report on the GATE website¹¹, and production of other knowledge products and learning events, such as a webinar and an evaluation brief.

IV. UN Women Responsibilities, Monitoring and Supervision

The UN Women **ACRO** is responsible for the management and quality assurance of this regional evaluation. The Regional Office will hire an **external and independent evaluation firm** to conduct the evaluation. The evaluation firm will have a combination of the requisite experience in evaluation and technical expertise in the thematic area. ACRO will manage the evaluation process, constitute a quality assurance system and provide administrative and substantive support, including joining the evaluation team in selected field missions. The Evaluation Office, through the Regional Evaluation Specialist (RES) for the Americas and the Caribbean, will ensure that the evaluation is conducted in accordance with the UN Women Evaluation Policy, United Nations Evaluation Group Norms and Standards, Ethical Guidelines and Code of Conduct for Evaluation in the UN System and other key guidance documents¹².

The establishment of **reference groups** will help to ensure that the evaluation approach is robust and relevant to staff and stakeholders, and make certain that factual errors or errors of omission or interpretation are identified in evaluation products. The core reference group will provide input at key stages of the evaluation: terms of reference; inception report; draft and final reports. It will be composed of UN Women senior managers/staff, other UN System partners, key regional level partners and civil society. Additionally, Country Reference Groups for the case studies will be established. The Country Reference Groups will be composed of representatives of UN Women, UN system partners and key governmental and non-governmental organization stakeholders at the country level, including women's groups as primary constituents.

V. Expected Products and Time Frame

¹¹ UN Women's Global Accountability and Tracking of Evaluation Use (GATE) website: <http://gate.unwomen.org>

¹² United Nations Evaluation Group, UNEG Ethical Guidelines, accessible at: http://www.uneval.org/papersandpubs/documentdetail.jsp?doc_id=102 and UNEG Code of Conduct for Evaluation in the UN system, accessible at: http://www.uneval.org/papersandpubs/documentdetail.jsp?doc_id=100

The proposed timeframe and expected products will be discussed with the evaluation team and refined in the inception report. The Regional Office reserves the right to ensure the quality of products submitted by the external evaluation team and will request revisions until the product meets the quality standards as expressed by the UN Women Evaluation Office and as set forth in UN Women's Guidance Note 8: Quality criteria for evaluation reports.

Activities	Product to be delivered ¹³	Timeframe
Inception phase of evaluation		June 2014
Inception report (including two rounds of revision)	Based on inception phase activities the inception report will present a refined scope, a detailed outline of the evaluation design and methodology, evaluation questions, and criteria for the selection of case studies. The report will include an evaluation matrix and detailed work plan. A first draft report will be shared with the Regional Office and based upon the comments received the evaluation team will revise the draft. The revised draft will be shared with the reference group for feedback. The evaluation team will maintain an audit trail of the comments received and provide a response on how the comments were addressed in the final inception report.	June 2014
Data collection phase of evaluation		July - August 2014
Case study reports (including two rounds of revisions)	The findings from the case studies will be summarized in a report format. The format of the case study report will be defined in the inception report. The case study reports will be shared with the case study reference groups established at country level. The evaluation team will maintain an audit trail of the comments received and provide a response on how the comments were addressed in the final case study reports.	July - August 2014
Case study video/photo pilot	A video/photo approach will be utilized in at least one case study to illustrate results in a more innovative and engaging way. The approach will be outlined in the inception report. The video/photos will be consolidated into an innovative means for communicating results, which will be shared with the community/entity engaged in communicating their results and key	July - August 2014

¹³ All evaluation products will be written in Spanish, apart from Caribbean case study and Final Report and Evaluation Brief (that will be translated to English).

	stakeholders involved. The product will also become part of the overall evaluation products for dissemination.	
Analysis and reporting phase		September - October 2014
Presentation of preliminary findings (including one round of revision)	A PowerPoint presentation detailing the emerging findings of the evaluation will be shared with the Regional Office for feedback. The revised presentation will be delivered to the reference groups for comment and validation. The evaluation team will incorporate the feedback received into the draft report.	September 2014
Draft Report (including two rounds of revision prior to the final report)	A first draft report will be shared with the Regional Office for initial feedback. The second draft report will incorporate ACRO feedback and will be shared with the reference group and external advisors for identification of factual errors, errors of omission and/or misinterpretation of information. The third draft report will incorporate this feedback and then be shared with the reference group for final validation. The evaluation team will maintain an audit trail of the comments received and provide a response on how the comments were addressed in the revised drafts.	September 2014
Final Report	The final report will include a concise Executive Summary and annexes detailing the methodological approach and any analytical products developed during the course of the evaluation. The structure of the report will be refined in the inception report.	October 2014
Evaluation Brief	A dissemination product/pamphlet extracting the key findings, conclusions and recommendations of the evaluation report in a user-friendly format.	October 2014
Dissemination & Follow up	<i>ACRO is responsible for presenting the evaluation report, coordinating the management response and dissemination of the evaluation.</i>	November – December 2014
Dissemination Strategy	A dissemination strategy will be prepared by ACRO in order to socialize evaluation results, including publication of the report, audiences, dissemination platforms (i.e. webinar), specific events, etc.	November – December 2014

Key Evaluation Guidance Documents (Click for hyperlink)

- [Evaluation Consultants Agreement Form](#)
- [Evaluation Policy of the United Nations Entity for Gender Equality and the Empowerment of Women \(UNW/2012/8\)](#)
- [Integrating Human Rights and Gender Equality in Evaluation – towards UNEG Guidance](#)
- [Norms for Evaluation in the UN System](#)
- [Standards for Evaluation in the UN System](#)
- [UN Women Guidance Note 8: Quality criteria for evaluation reports](#)
- [UNEG Code of Conduct for Evaluation in the UN System](#)
- [UNEG Ethical Guidelines](#)
- [UNEG Quality Checklist for Evaluation Reports](#)

VI. Payment Terms

The payments will be completed until 15 days upon receipt of invoice as well as receipt and acceptance of the product/s. The schedule of payments is as follow:

Deliverable	Payment condition
Inception report	20% of the total contracted after receipt of invoice as well as receipt and acceptance of the deliverable.
Case study reports	30% of the total contracted after receipt of invoice as well as receipt and acceptance of the deliverable.
Final Report	50% of the total contracted after receipt of invoice as well as receipt and acceptance of the deliverable.

VII. Minimum requirements of evaluation team

Organizational Profile

- Proven organizational legal constitution.
- Organizational CV with minimum of 3 previous job/projects/contracts reference and/or accreditations.
- Financial statement for the last 2 current years.
- Firm with extensive experience in evaluation and/or thematic area of women's political participation.
- Team includes an experienced team leader, a senior women's political empowerment expert and a senior evaluation expert.
- Balance in terms of gender and evaluators with experience in both sub-regions (Latin America and Caribbean).
- Specialized knowledge.
- Previous experience in conducting thematic evaluations as well as regional and complex multi-stakeholders evaluations.
- Experience on evaluation of similar programmes/projects in the region.
- Previous work for other UN Agencies/ major multilateral or bilateral programmes.

- All team members must sign the “Evaluation consultants agreement form,” based on the UNEG Code of Conduct and Ethical Guidelines for Evaluation in the UN system. (Ref.: UNEG Code of Conduct for Evaluation in the UN System).

Evaluation Team

The core evaluation team will be composed of 3 members from a firm with extensive experience in evaluation and/or in the thematic area of women’s political participation. The team will include an experienced Team Leader; a senior women’s political empowerment expert (preferable with evaluation experience); and a senior evaluation expert. The team should be gender balanced and include evaluators with experience in both sub-regions (Latin America and the Caribbean); and preferably national researchers for the case studies of evaluation. All team members must sign the “Evaluation consultants agreement form”¹⁴, based on the UNEG Code of Conduct and Ethical Guidelines for Evaluation in the UN system.

The combined expertise of the team should include:

- Advanced evaluation expertise and experience in a wide range of evaluation approaches including utilization-focused, gender and human rights responsive, and mixed methods.
- Previous experience in conducting thematic evaluations as well as regional and complex multi-stakeholder evaluations, preferably for the UN system.
- Knowledge of the relevant international/regional frameworks pertaining to women political rights and gender equality, women’s political participation country level programming expertise, gender mainstreaming, and the related UN mandates; experience/knowledge of women’s movements in the region.
- Strong experience and knowledge in human rights issues, the human rights-based approach to programming, human rights analysis and related UN mandates.
- Experience in regional integration and political analysis in the LAC region.
- Excellent analytical, facilitation and communications skills; ability to negotiate with a wide range of stakeholders.
- Experience in parliamentary work, governance, rule of law, civil society movements.
- Fluency in Spanish and English is mandatory.
- Balance in terms of gender is desirable.
- Knowledge and/or experience in both sub-regions (Latin America and the Caribbean) is mandatory.

Below is a more detailed description of the tasks and qualification requirements for each team member.

Team Leader

The team leader, with at least 15 years of evaluation experience, will be responsible for delivering the key evaluation products. He/she will coordinate the work of all other team members during all phases of the evaluation process, ensuring the quality of outputs and application of methodology as well as timely delivery of all products. In close collaboration with the Evaluation Task Manager (RES), he/she will lead

¹⁴ The form can be downloaded at: <http://gate.unwomen.org/resources/docs/codeofconduct/UNWomen%20-%20CodeofConductforEvaluationForm-Consultants.pdf>

the conceptualization and design of the evaluation, the coordination and conduct of the country visits and the shaping of the findings, conclusions and recommendations of the final report. More specifically the tasks of the team leader include:

- Developing an inception report outlining the design, methodology and the criteria for the selection of the case studies, required resources and indicative work plan of the evaluation team. Assigning and coordinating team tasks within the framework of the TOR.
- Directing and supervising the research and analysis of secondary evidence, project documents, databases and all relevant documentation.
- Coordinating the conduct of case studies and preparing case study reports.
- Overseeing and assuring quality in the preparation of the case studies and taking a lead in the analysis of evaluation evidence.
- Drafting the evaluation report and leading the preparation of specific inputs from designated team members, based on case study reports prepared by the team members, desk research, focus groups, surveys, etc.
- Preparing for meetings with the Evaluation Task Manager and other stakeholders to review findings, conclusions and recommendations.
- Leading the stakeholder feedback sessions, briefing the Evaluation Task Manager on the evaluation through informal sessions and finalizing the report based on feedback from the Evaluation Task Manager.
- Preparing evaluation brief, PPT presentation and working with the report editor, responding to final edits on the evaluation report.
- Participating in a Webinar to present evaluation results.

Qualifications:

- At least 15 years practical experience in conducting evaluations of international policies and programmes utilizing a wide range of approaches and methods including utilization focused, gender and human rights responsive, and mixed methods with a background in political science;
- Extensive experience acting as team leader for complex evaluations and proven ability to manage a diverse evaluation team;
- Previous experience in conducting evaluations on WPP or related themes would be considered an asset;
- Excellent knowledge of the UN system, UN reform processes and UN Women programming at the regional and country level;
- Experience and knowledge on gender equality and women's empowerment, gender mainstreaming, gender analysis and the related mandates within the UN system; experience/knowledge of women's movements;
- Experience or knowledge on the human rights international framework, parliamentary work, democracy, governance, rule of law, and related mandates within the UN system;
- Excellent analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders;
- Fluent in Spanish and English.

Senior WPP Expert

The senior women's political empowerment expert will provide substantive advice on the integration of WPP issues and analysis in evaluation. Under the overall supervision of the evaluation team leader, the senior WPP expert will participate in the inception and the conduct phases of the evaluation. He/she will provide inputs to the inception report, participate in the case studies and draft the case study reports, based on a standardized approach and format. In addition, he/she will contribute to the preparation of the final report and evaluation brief as necessary.

Qualifications:

- At least 10 years professional experience in WPP field, such as parliamentary work, work with political parties, work with women movements/think tanks/academia working on WPP;
- Experience/knowledge on gender equality and women's empowerment issues, gender mainstreaming, gender analysis and thorough knowledge of the related mandates within the UN system and particularly that of UN Women's;
- Knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates within the UN system;
- Strong analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders;
- Fluent in Spanish and/or English.

Senior Evaluation Expert

The senior evaluation expert will provide substantive advice on the design and implementation of evaluation methodology. Under the overall supervision of the evaluation team leader, the senior evaluation expert will participate in the inception and the conduct phases of the evaluation. He/she will provide inputs to the inception report, participate in the case studies and draft the case study reports, based on a standardized approach and format. In addition, he/she will contribute to the preparation of the final report and evaluation brief as necessary.

Qualifications:

- At least 7 – 10 years practical experience in conducting evaluation of international policies and programmes utilizing a wide range of approaches and methods including utilization focused, gender and human rights-responsive, and mixed methods and background in social research;
- Strong knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates within the UN system;
- Knowledge of the UN system, UN reform processes and UN programming at the regional and country level;
- Experience and knowledge in gender equality and women's empowerment, gender mainstreaming, gender analysis and the related mandates within the UN system;
- Experience/knowledge of women's movements would be considered an asset;
- Excellent analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders;
- Fluent in Spanish and/or English.

Annex V

PRICE SCHEDULE

The Contractor is asked to prepare the Financial Proposal as a separate PDF file from the rest of the RFP response as indicated in Section D paragraph 14 of the Instruction to Offerors.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Financial Proposal should include figures for both purchase and lease/rent options. UN WOMEN reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

A. Cost Breakdown per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3	Deliverable 3		
	Total	100%	USD

B. Cost Breakdown by Resources

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UN WOMEN shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties agreed to add new deliverables to the scope of Services.

Description of Activity/Item	Number of personnel	Monthly Rate	Period of Engagement	Total Amount
1. Personnel services				
1.1 Services from Home office				
Expert 1				
Expert 2				
Expert 3				
1.2 Services from Overseas				
Expert 1				
Expert 2				
Expert 3				
2. Out of pocket expenses				
2.1 Travel				
2.2 Per Diem Allowances				
2.3 Communications				
2.4 Reproduction and Reports				
2.5 Equipment and other items				
3. Other related costs (specify)				

Consortium / Joint venture / Association form

RFP/ITB Number: _____

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM
 (to be completed and returned with your technical Proposal or Bid. The Bid/Proposal is submitted as a Joint Venture/Consortium/Association)

JV / Consortium/ Association Information	
Name	
Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address)	
Name of leading partner (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	
Proposed proportion of responsibilities between partners (in %) with indication of the type of the Services/Goods/Works to be performed by each	

Signatures of all partners of the JV:

We hereby confirm, that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UN-Women for the fulfillment of the provisions of the Contract.

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

MODEL INSTITUTIONAL SERVICES CONTRACT OR PROFESSIONAL SERVICES CONTRACT

This Contract dated [date] is made
BETWEEN

The UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42nd Street, New York, NY 10017, USA (hereinafter referred to as "UN Women");

and

[official name of company in full], duly incorporated or organized under the laws of [country], with its registered offices at [address] (hereinafter referred to as "the Contractor");

(Both hereinafter separately and jointly referred to as the "Party" or the "Parties").

WITNESSTH

WHEREAS, UN Women wishes to obtain the services of the Contractor as set forth below (the "Services") in accordance with the terms and conditions set forth in this Contract (as defined below); and

WHEREAS, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such services in accordance with the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article**1****Contract Documents**

1.1 This document and the documents listed below ("Contract Documents") constitute the entire agreement between the Parties with regard to the subject matter hereof ("Contract"):

1.1.1 UN Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A ("General Conditions");

1.1.2 Terms of Reference, annexed hereto as Annex B ("TOR") [*Include a Terms of Reference setting forth the description of the Services to be procured, clearly evidencing your requirements.*]

[1.1.3 *Fee Schedule (the "Fee List")*]; [and]

[1.1.4 *Form of Performance Security*]; [and]

[1.1.5 *other annexes that may be relevant*]]

1.2 The Contract Documents are complementary of one another but,

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[1.2.4 *Fourth, Annex C*];

[1.2.5 *Fifth, Annex D*]; [and]

[1.2.6... *other Annexes*]

1.3 This Contract embodies the entire agreement of the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and

between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any notice, document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Contract shall prevail.

1.5 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 16 (Settlement of Disputes) and Article 17 (Privileges and Immunities) of the General Conditions.

Article
Effective Date and Term

2

2.1 This Contract shall take effect on the date both Parties have signed this Contract or if the Parties have signed it on different dates, the date of the latest signature (the "Effective Date").

2.2 This Contract shall remain in effect for a period of *[Insert time period]* from the Effective Date, unless earlier terminated in accordance with the terms of this Contract.

OR

2.2 This Contract shall remain in effect until *[date]/[for a period of time]* from the Effective Date], unless earlier terminated in accordance with the terms of this Contract (the "Initial Term"). The United Nations may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of *[number]* additional period[s] of up to *[time period]* each (the "Extended Term"). The UN shall provide a written notice of its intention to do so at least *[number]* days prior to the expiration of the then Initial Term.

[Optional] [2.3 Include any other relevant provisions regarding the objective or scope of the Contract.]

(c) Article 3

(d) Representations and Warranties

3.1 The Contractor represents and warrants that:

3.1.1 it is duly organized, validly existing and in good standing;

3.1.2 it has all necessary power and authority to execute and perform this Contract;

3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;

3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

3.1.5 all of the information it has provided to UN Women concerning provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;

3.1.6 it is financially solvent and is able to provide the Services to UN Women in accordance with the terms and conditions of the Contract;

[Optional] [3.1.7 Include any other relevant representations and warranties regarding the Contractor that are appropriate for the Services to be provided under this Contract.]

Article 4
Obligations of the Contractor

OPTION 1 (DELIVERABLES SCHEDULE)

4.1 The Contractor shall perform the services described in the TOR (the "Services"), in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall submit to UN Women the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]
[e.g.	
Progress report	.././....
.....	.././....
Final report	.././....]

OR

OPTION 2 (TASK ORDERS)

4.1 The Contractor shall provide to UN Women [detailed description of services (if appropriate, by reference to other contract documents, e.g., the Terms of Reference)] (the "Services") in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall perform the Services only upon issuance by UN Women of duly executed Task Orders (as defined below in Article 4A) in accordance with the requirements set forth in this Contract and such Task Order.

4.3 The Parties acknowledge that nothing in this Contract commits, or shall be construed as committing, UN Women to deal with the Contractor as an exclusive or sole-source supplier of the Services.

4.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by [mail, courier and/or fax] to the address specified in Article 17 (Notices) below.

4.5 The Contractor and its Personnel (as defined in Article 4.12 below) shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards.

4.6 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary Personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services under this Contract.

4.7 The Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract.

4.8 The Contractor acknowledges that (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein and in particular the TOR; and (ii) UN Women makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services.

4.9 The Contractor shall at all times keep the premises free of accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, the Contractor shall remove all its waste materials, rubbish, tools, equipment, machinery and surplus materials from, on and around the premises. If the Contractor

fails to clean up the premises upon the completion of the Services, the UN may do so, and the Contractor shall be liable for the costs thereof.

4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.

4.11 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services under this Contract.

4.12 Without limiting and further to Articles 2.1 and 2.2 of the General Conditions, the Contractor shall supervise and be fully responsible and liable for all work and services performed by its personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors' personnel, employees, officials, agents, servants and representatives) ("Personnel") and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel performing Services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of moral and ethical conduct.

4.13 Without limiting and further to the General Conditions, the Contractor shall be fully responsible and liable for, and UN Women shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article do not lapse upon expiration or termination of this Contract.

4.14 The Contractor shall maintain for the term of the Contract detailed financial records, which clearly identify all funds received from UN Women and expended by the Contractor for the implementation of the Contract. The Contractor shall ensure that adequate systems of internal control are put in place to ensure that the financial management of this Contract is conducted with the highest level of due diligence.

4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN Women personnel, Contractor's personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN Women in accordance with Article 18 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision shall entitle UN Women to terminate the Contract or any other contract with UN Women immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

4.16 The Contractor expressly acknowledges and agrees that Article 25 (Observance of the Law) of the General Conditions includes, but is not limited to, Contractor's obligation to undertake all reasonable efforts to ensure that: (a) none of the UN Women funds received under this Contract are used to provide support to individuals or entities associated with terrorism, and (b) the recipients of any amounts provided by UN Women hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision, as well as Article 25 (Observance of the Law) of the General Conditions, must be included in all sub-contracts or sub-agreements entered into by Contractor under this Contract.

4.17 Without limiting and in addition to Article 2.6 of the General Conditions, the Contractor shall ensure that its Personnel abide by all security regulations, policies and procedures of UN Women.

4.18 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 4, and Article 8 (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract."

[Optional] [4.19 The Contractor shall perform the Services using the personnel listed as key personnel below: [List] (collectively, the "Key Personnel").]

[Optional][4.20 Include any other provisions regarding the Contractor's personnel (e.g., designation of managers, liaisons or points of contract) that are appropriate.]

[ARTICLE 4A]

[TASK ORDERS]

[4A.1 UN Women shall issue to the Contractor, from time to time during the [Initial Term][and the Extended Term] Task Orders in the form set out at Annex [___], setting out the [types] of Services required and other instructions for the performance of Services (each, a "Task Order"). No Task Order shall be valid unless authorized and signed by a duly authorized UN Women official. Each Task Order shall, at a minimum, make reference to this Contract, indicate the type(s) of Services ordered, the applicable [rates]/[fees] [and total fee] for the Services being ordered, schedule for performance, and other relevant details. Task Orders shall be transmitted to the Contractor by [means of transmission] [other details of Task Order transmittal and acknowledgment].]

[4A.2 All Task Orders issued by UN Women pursuant to this Contract, and all Services performed by the Contractor pursuant to such Task Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Task Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of a Task Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.]

[4A.3 The Contractor shall promptly acknowledge receipt of each Task Order, and the date of its receipt, by [manner of confirmation]]. Any failure by the Contractor to provide such acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.]

[4A.4 The Contractor shall accept changes to or cancellations of Task Orders by UN Women without penalty or charge, provided UN Women provides written notice of such change or cancellation not later than [number] days [following issuance of the Task Order] [prior to the scheduled performance date].]

Article 5

Contract Price

OPTION 1 (FIXED FEE)

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a total fixed fee of _____ [insert currency & amount in figures and words].

5.2 The fee for the Services provided in Article 5.1 shall remain firm and fixed during the term of the Contract.

5.3 Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the fee for the Services provided hereunder is inclusive of all costs, expenses, charges or fees that the Contractor may incur in

connection with the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

5.4 UN Women shall effect payments to the Contractor in accordance with Article 7 (Time and Manner of Payment) below against the Contractor's invoices meeting the requirements of this Article and Article 6 (Submission of Invoices) below. Such invoices are to be submitted only upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable, and shall include such supporting documentation as UN Women may require.

5.5 All stipends and other allowances, if any, to be paid by UN Women are to be compensated for at rates specified in the Contract, and if not so specified, at rates not to exceed any current rates for the stipend or allowance in question applicable to UN Women.

OR

OPTION 2 (TIME-BASED CONTRACTS)

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a price not to exceed _____ [insert currency & amount in figures and words].

5.2 The amount set forth in Article 5.1 above is the maximum total amount payable to the Contractor under this Contract, and is not a guaranteed amount. The Fee Schedule in Annex _____ [insert annex number] contains the maximum amounts per cost category that are reimbursable under this Contract; such maximum amounts are not guaranteed amounts. The Contractor shall reflect in its invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

5.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under Article 5.1 or of any of the amounts specified in the Fee Schedule for each cost category without the prior written agreement of _____ [name and title], UN Women.

5.4 The Contractor shall submit itemized invoices for the work done every _____ [insert period of time or milestones]. Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [name and title], UN Women.

OR

5.4 The Contractor shall submit an itemized invoice for _____ [insert amount and currency of the advance payment in figures & words] upon signature of this Contract by both parties and itemized invoices for the work done every _____ [insert period of time or milestones]. Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [name and title], UN Women.

5.5 Progress and final payments shall be effected by UN Women to the Contractor in accordance with Article 7 (Time and Manner of Payment). Such payments shall be subject to any specific conditions for reimbursement contained in the Fee Schedule.

5.6 Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the rates for the Services provided hereunder are inclusive of all costs, expenses, charges or fees that the Contractor may

incur in connection with the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

5.7 All stipends and other allowances, if any, to be paid by UN Women are to be compensated for at rates specified in the Contract, and if not so specified, at rates not to exceed any current rates for the stipend or allowance in question applicable to UN Women.

Article 6

Submission of Invoices

6.1 The Contractor shall submit to UN Women an original copy of its invoices for all Services supplied to the UN Women in accordance with this Contract, together with such supporting documentation as is required in the preceding Article 5 (Contract Price), as follows:

[Insert address and contact details for submission of invoices].

6.2 Without limiting the requirements regarding invoices in Article 5 (Contract Price), above, the Contractor's invoices shall specify, at a minimum, a description of the Services performed in accordance with the Contract, the unit prices in accordance with the Fee Schedule and the total price of the Services.

Article 7

Time and Manner of Payment

7.1 Payments under this Contract shall be made to the Contractor thirty (30) days from receipt of the Contractor's invoice and supporting documentation and certification by UN Women that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN Women disputes the invoice or a portion thereof. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

- (e) Name of Bank:
- (f) Bank Address:
- (g) Bank ID:
- (h) Account No:
- (i) Title/name:
- (j) Currency of Payment:
- (k) Currency of Bank Account:
- (l) Type of Account:

7.2 Payments made in accordance with this Article shall constitute a complete discharge of UN Women's obligations with respect to the relevant invoices or portions thereof.

7.3 Payments effected by the UN Women to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by UN Women of the Contractor's performance.

7.4 The Contractor acknowledges and agrees that UN Women may withhold payment in respect of any invoice in the event that, in the opinion of UN Women, the Contractor has not performed in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

7.5 If UN Women disputes any invoice or a portion thereof, UN Women shall notify the Contractor accordingly, including a brief explanation of why UN Women disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UN Women shall pay the Contractor the amount of the undisputed portion in accordance with Article 7.1 above. UN Women and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an

invoice or a portion thereof has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

7.6 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that UN Women may have under this Contract, UN Women shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off, against any amount payable by UN Women under this Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UN Women to the Contractor) owing by the Contractor to UN Women hereunder or under any other contract or agreement between the Parties. UN Women shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

7.7 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UN Women in connection with a dispute.

Article 8

Review; Improper Performance

8.1 UN Women reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UN Women shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by UN Women, at no cost or expense to UN Women.

8.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UN Women's other rights and remedies under this Contract or otherwise, UN Women shall have the following options, to be exercised in its sole discretion:

8.2.1 If UN Women determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UN Women may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UN Women, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [number] days after receipt of the written request from UN Women or within such shorter period as UN Women may have specified in the written request if emergency conditions so require, as determined by UN Women in its sole discretion.

8.2.2 If the Contractor does not promptly take corrective measures or if UN Women reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UN Women may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UN Women obtains the assistance of other entities or persons, the Contractor shall cooperate with UN Women and such entity or person in the orderly transfer of any Services already completed by the Contractor.

8.2.3 If UN Women, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UN Women, at the UN's sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

8.3 Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

Article 9

Special Conditions (will be applied to specific contract situations, and adapted accordingly)

Article 9A

Insurance

Types of insurance that might be appropriate are professional liability insurance, financial institution bond, cyber risk insurance, general liability insurance. Also, it should be considered whether insurance requirements should apply to subcontractors.

Article 9B

Advance Payments

9B.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UN Women of a bank guarantee (valid for the duration of the contract) or certified check for the full amount of the advance payment issued by a Bank and in a form acceptable to UN Women.

9B.2 The amounts of the payments referred to under Article 5 (Contract Price) above shall be subject to a deduction of _____ [insert percentage that the advance represents over the total price of the contract] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

9B.3 Any interest earned by the Contractor on an advance payment by UN Women shall be specifically accounted for and paid by the Contractor to UN Women, by means of deductions from the Contractor's invoices or by such other means as UN Women may direct.

Article 9C

Security

9C.1 The Contractor shall take reasonable measures to safeguard its Personnel, protect property and safeguard against sabotage, damage, loss and theft of all material, supplies, and equipment, including, without limitation, UN Women furnished equipment and supplies. As used in this Contract, the term "UN Women furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.

9C.2 The Contractor shall develop a security plan in consultation with UN Women, including detailed procedures to cover evacuation, personnel, equipment, safeguarding of UN-furnished equipment and supplies, unlawful interference, baggage screening for carriage of weapons, explosives, narcotics and contraband, and prevention of sabotage. The Contractor shall submit such security plan to UN Women within [number] days of the Effective Date. UN Women reserves the right to examine procedures, methods and facilities used by the Contractor to provide security. The Contractor shall give due consideration to adjustments to such procedures or facilities as may be recommended by UN Women. Nothing in the foregoing provisions, including inter alia UN Women's examination of the Contractor's security plan or its making of recommendations regarding such security plan, shall limit or abrogate the obligations and responsibilities of the Contractor under this Contract to safeguard the safety and security of its Personnel, the Contractor's equipment and other property, UN Women furnished equipment and supplies and Personnel's personal effects and other property.

9C.3 UN Women may, when feasible and appropriate in the sole opinion of UN Women:

12.3.1 Inform and, to the extent necessary, update the Contractor of its security regulations, policies and procedures;

12.3.2 Provide the Contractor's Personnel with the necessary security passes and access to areas necessary for performance of this Contract; and

12.3.3 Include the Contractor's Personnel in the UN Women security plan on the same terms that are offered to implementing partners of UN agencies, funds and programmes, provided, however, the level of security to be provided to the Contractor shall be consistent with the assessment of local conditions by UN Women, but shall in no event exceed the level of security provided to UN Women staff in the mission area or relevant portion thereof.

9C.5 Neither UN Women nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor, its Personnel, the Contractor's equipment or other property or the Personnel's personal effects or other property during, in connection with or as a result of, UN

Women's or the Contractor's taking or failure to take any security measures provided for in this Article. Further (i) ~~the Contractor shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against UN Women, its officials, agents, and employees, in respect of, based on or in any way relating to UN Women's or the Contractor's taking or failure to take such security measures;~~ and (ii) without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless UN Women, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other third party against UN Women, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to UN Women's or the Contractor's taking or failure to take any such security measures.

Article 9D

Liquidated Damages

9D.1 The Contractor acknowledges the requirement of UN Women that the Services be performed in accordance with the TOR. In particular, UN Women will suffer both financial loss and inconvenience as a result of late performance. The Contractor therefore acknowledges that time is of the essence in relation to the provision of the Services.

9D.2 In the event of the Contractor's failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that UN Women may have under this Contract or otherwise, United Nations may, at its sole option, demand liquidated damages for such delay ("Liquidated Damages"). Such Liquidated Damages shall be *[percentage of payable amount, or any other amount representing a reasonable pre-estimate of damages to be suffered by UN Women for the Contractor's delay]*, for each *[period of time]* of delay beyond the date upon which the Services were due to have been completed.

9D.3 The Parties agree that any rights to terminate this Contract shall have no effect on UN Women's right to claim Liquidated Damages pursuant to this Article.

9D.4 UN Women shall have the right to deduct any Liquidated Damages to which it is entitled under the terms of this Contract from any monies due from UN Women to the Contractor, or to recover the same as a debt due from the Contractor.

9D.5 Liquidated Damages shall be payable by virtue of the sole fact of the delay without the need for any previous notice or any legal or arbitral proceedings, or proof of damage, which shall in all cases be considered as ascertained.

Article 9E

Performance Security

9E.1 No later than *[number]* days following the Effective Date of the Contract, the Contractor shall provide to UN Women, at the Contractor's sole cost and expense, performance security in the form of a *[standby letter of credit]/[independent bank guarantee (first demand guarantee)]* in accordance with the form set forth in Annex *[insert Annex number]* hereto, or a similar instrument acceptable to UN Women in its sole discretion, in the amount of *[currency][number in words and figures]* (the "Performance Security"). In the event that the relevant contract amount is materially increased, UN Women shall have the right, at its sole option, to require a corresponding increase in the amount of the Performance Security, which the Contractor shall provide within *[number]* days following such request.

9E.2 The Performance Security shall serve to secure the performance by the Contractor of its obligations in accordance with the terms and conditions of this Contract, and to provide a source of compensation for UN Women for any failure by the Contractor to perform such obligations. If the Contractor fails to deliver the Performance Security to UN Women within the time limit specified herein, UN Women shall, without prejudice to any other rights or remedies, be entitled to withhold payment from any one or more invoices submitted by the Contractor up to the required amount of the Performance Security.

~~9E.3 The Performance Security shall require the Issuer (as defined in Article 14.6 below) to deliver the money required by UN Women immediately upon [for standby letter of credit, presentment to the Issuer of a draft]/[for independent bank guarantee (first demand guarantee), a first written demand by UN Women] in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.~~

9E.4 The Performance Security shall remain valid and in force until [date], subject to extension if so provided in this Contract or the Performance Security. The Performance Security shall not be subject to any form of suspension by interim relief, whether by arbitral order or otherwise.

9E.5 In the event the Term of this Contract is extended, the Contractor shall obtain, at its sole cost and expense, an extension of the Performance Security. The Contractor shall obtain such extension within thirty (30) days after the date of such request, or if the Performance Security would expire sooner than thirty (30) days after such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract. In the event that the Performance Security contains a provision for automatic extension, the Contractor shall notify UN Women in writing of each such automatic extension not later than thirty (30) days prior to the date on which the Performance Security would otherwise expire. In the absence of such notice, or if the Contractor notifies UN Women that the Performance Security will not be extended, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

9E.6 The Performance Security shall be issued by a prime commercial and accredited financial institution acceptable to UN Women in its sole discretion (the "Issuer"). If the Issuer of the Performance Security files for bankruptcy or is declared bankrupt, becomes insolvent or is liquidated or its right to do business is suspended or terminated, the Contractor shall within five (5) days thereafter provide another Performance Security, which shall be issued by an Issuer and in a form acceptable to UN Women. The Contractor shall have an obligation to promptly notify UN Women in writing in the event that any of the foregoing has occurred or is likely to occur. If the Contractor fails or refuses to comply with the foregoing obligations, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

Article 9F

UN Women Equipment and Supplies

9F.1 Title to equipment and supplies purchased by the Contractor with funds provided by UN Women or for which the Contractor is entitled to be reimbursed under the terms of this Contract shall pass to and vest in UN Women upon acceptance by UN Women of such equipment or supplies following UN Women's receipt of the equipment and supplies and the Contractor's compliance with UN Women's inspection procedures. In the event that the Contractor is requested in writing by UN Women to purchase other equipment or supplies on UN Women's account, such equipment or supplies shall be purchased by the Contractor on a cost reimbursable basis provided that (a) prior to purchasing such equipment or supplies the Contractor notifies UN Women of the cost thereof, and provides to UN Women such other information concerning such equipment or supplies as UN Women may request, and (b) UN Women authorizes the Contractor, in writing, to purchase the equipment or supplies. Title to such equipment or supplies shall pass to and vest in UN Women following UN Women's receipt of the equipment and supplies and the Contractor's compliance with UN Women's inspection procedures. Authorization by UN Women to the Contractor to purchase such equipment or supplies shall not increase the relevant contract amount set forth in Article 5 hereof.

9F.2 In addition to UN Women's rights under Article 8 (Equipment Furnished by UN Women to the Contractor) of the General Conditions, the Contractor shall be responsible and accountable to UN Women for UN Women furnished equipment and supplies [as defined in Article 12.1, above.] OR [As used in this Contract, the term "UN Women furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.] The Contractor shall take reasonable measures necessary to preserve such UN Women furnished equipment and supplies from loss or damage until returned to UN Women.

9F.3 UN Women and its authorized agents or representatives shall have access at all reasonable times to the premises in which any UN Women furnished equipment and supplies are located for the purpose of inspecting such equipment or supplies.

9F.4 Within *[number in words and figures]* days of the Effective Date, UN Women shall provide a list of UN Women equipment and supplies which UN Women intends to make available for use by the Contractor in performing this Contract. At such time, the Contractor's duly authorized representative and UN Women's representative or agent shall conduct a joint inspection of such equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. Items missing or not in working order shall be recorded. UN Women may, in its sole discretion, replace missing items or repair items not in working order. The Contractor's duly authorized representative and UN Women's representative or agent shall sign this list, indicating their agreement as to the quantity, working order and condition of the UN Women furnished equipment and supplies, and the list shall thereupon be annexed to this Contract as Annex *[insert number of Annex]* in accordance with Article 19 (Modifications) of the General Conditions. If the Contractor does not participate in the inspection of the UN Women furnished equipment and supplies mentioned above, the Contractor shall accept the listing provided by UN Women. No later than *[number]* days prior to the expiration or termination of this Contract, or when such equipment and supplies are no longer needed by the Contractor, the Contractor and UN Women's representative or agent shall conduct a joint inspection of the UN Women furnished equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. The Contractor shall replace missing items and repair or maintain items not in working order, subject to normal wear and tear, before returning them to UN Women and before the expiration or termination of the Contract.

9F.5 Subsequent issues of equipment or supplies by UN Women to the Contractor shall only be effected to a duly authorized representative of the Contractor who shall acknowledge receipt in writing of such equipment or supplies, recording the quantity, working order and condition of the equipment or supplies in accordance with Article 15.4, above.

9F.6 The Contractor shall promptly report to UN Women any accidents, theft, loss of or damage to equipment or other property of the Contractor or UN Women, or UN Women furnished equipment or supplies, or other incidents of a similar nature. In addition, the Contractor shall cooperate with all investigations into such accidents, theft, loss of or damage to such equipment, supplies or other property, or other incidents, which may be instituted by UN Women and/or governmental or other authorities.

Article 9G

Amendment of General Conditions

9G.1 Owing to *[insert reasons for amendment]*, Article(s) *[insert articles to be amended]* of the General Conditions in Annex A shall be amended to read/be deleted as follows: *[Insert amended language]*

Article 10

Notices

10.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile, transmitted to the Party for whom such notice or communication is intended, at the address or facsimile number shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

[Please insert address of Contractor]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

If to the UN Women:

[Please insert address of UN Women]

Attn: [name/title]

Fax: [number]

Email: [email]

10.2 Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by facsimile shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the facsimile confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

**Article 11
Amendment**

Any modification to this Contract shall be in accordance with Article 19 (Modifications) of the General Conditions.

**Article 12
Miscellaneous**

12.1 Without limiting the provisions of Article 19 (Modifications) of the General Conditions, no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

12.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. 12.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever.

12.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

12.5 Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

12.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, only the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, executed this Contract on the date herein below written.

FOR [NAME OF CONTRACTOR]

FOR UN WOMEN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____