



GENERAL CONDITIONS

FOR

UNOPS CONTRACTS

FOR

PROFESSIONAL SERVICES

**GENERAL CONDITIONS
FOR UNOPS CONTRACTS FOR PROFESSIONAL SERVICES**

Table of Contents

Articles	General Conditions	
Article 1	- Independent Consultant	3
Article 2	- Consultant's General Responsibilities	3
Article 3	- Assignment of Personnel	3
Article 4	- Removal of Personnel	3
Article 5	- Workmen's Compensation and other Insurance	3
Article 6	- Encumbrances	4
Article 7	- Source of Instructions	4
Article 8	- Prohibition of Conflicting Activities	4
Article 9	- Officials not to Benefit	4
Article 10	- Subcontracting	4
Article 11	- Assignment	5
Article 12	- Records, Accounts, Information and Audit	5
Article 13	- Language, Weights and Measures	5
Article 14	- Title to Equipment or Property	5
Article 15	- Confidential Nature of Documents	5
Article 16	- Use of Name, Emblem or Official Seal of the UN and UNOPS	6
Article 17	- Copyright, Patents and Other Proprietary Rights	6
Article 18	- Amendments	6
Article 19	- Force Majeure	6
Article 20	- Suspension by UNOPS	7
Article 21	- Additional Rules relating to Suspension	8
Article 22	- Termination by UNOPS	9
Article 23	- Termination by the Consultant	9
Article 24	- Other Rights and Remedies of UNOPS	9
Article 25	- Bankruptcy	9
Article 26	- Facilities, Exemptions, Privileges and Immunities of Consultant and Consultant's Personnel	10
Article 27	- Indemnification	10
Article 28	- Good Faith	10
Article 29	- Settlement of Disputes	10
Article 30	- Privileges and Immunities	11
Article 31	- Tax Exemption	11
Article 32	- Form of Notice, Request, Statement or Approval	11
ATTACHMENT A		12
Report of Non-Expendable Equipment		12
Inventory Change Report (Non-Expendable Property)		12
ATTACHMENT B		13
Information on Facilities, Exemptions, Privileges and Immunities Applicable to Consultants		13

GENERAL CONDITIONS FOR UNOPS CONTRACTS FOR PROFESSIONAL SERVICES

Article 1 - Independent Consultant

Nothing contained in this Contract shall be construed as establishing or creating between the UNOPS and the Consultant the relationship of master and servant, principal and agent or employer and employee; it being understood that the Consultant is an independent contractor in relation to the UNOPS. No person engaged by the Consultant in connection with the performance of any obligation under this Contract shall be regarded as an agent, servant, employee of the UNOPS, and the Consultant shall be solely responsible for all claims by such persons arising out of or in connection with their engagement by the Consultant. The Consultant shall inform such persons of the foregoing.

Article 2 - Consultant's General Responsibilities

1. The Consultant shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
2. The Consultant shall act at all times so as to protect, and not be in conflict with, the interests of the UNOPS, and shall take all reasonable steps to keep all costs and expenses at a reasonable level.
3. The Consultant shall be responsible for work or services performed by its agents, servants, employees, subcontractors and independent contractors in connection with this Contract. To this end, and without limiting the generality of the foregoing, the Consultant shall select reliable persons who will perform effectively, respect local customs and conform to the highest standards of professional, moral and ethical conduct.
4. The Consultant shall respect and abide by all applicable laws, regulations and ordinances of the country in which the obligations under this Contract are to be performed, and shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors do so.

Article 3 - Assignment of Personnel

Other than persons specifically named in this Contract, no person shall be assigned by the Consultant to work or perform services in connection with this Contract until after the Consultant has notified the UNOPS of the identity of such proposed persons and has provided the UNOPS with their curricula vitae, and the UNOPS has notified the Consultant that the UNOPS approves of such assignments.

Article 4 - Removal of Personnel

1. Upon notice by the UNOPS, the Consultant shall forthwith withdraw any person assigned to work or perform services in connection with this Contract and shall assign new persons in accordance with the provisions of Article 3. Such withdrawal or replacement shall not be a cause for suspension of the Contract.
2. Any costs or expenses resulting from any withdrawal or replacement of persons pursuant to paragraph 1 of this Article 4 shall be borne by the Consultant.

Article 5 - Workmen's Compensation and other Insurance

1. The Consultant shall take out and maintain:
 - (a) all applicable workmen's compensation and liability insurance with respect to its agents, servants and employees performing work or services in connection with this Contract;
 - (b) liability insurance in an appropriate amount for death, bodily injury or damage to property arising from the operation of any vehicles, boats or airplanes or other equipment owned or leased by the Consultant or its agents, servants, employees, subcontractors and independent contractors performing work or services in connection with this Contract;
 - (c) comprehensive general liability insurance in an appropriate amount for all claims for death, bodily injury or damage to property, including, but not limited to, products liability, arising

from acts performed or omissions committed by the Consultant, its agents, servants, employees, subcontractors and independent contractors in connection with this Contract; and

- (d) such other insurance as may be agreed upon between the UNOPS and the Consultant.
2. The Consultant shall ensure that all policies of insurance referred to above, other than for workmen's compensation, shall name the UNOPS and, where appropriate, subcontractors and independent contractors concerned, as additional insured parties.
 3. Upon request by the UNOPS, the Consultant shall provide evidence, to the reasonable satisfaction of the UNOPS, of the insurance referred to above and shall give the UNOPS reasonable advance notice of any proposed changes related to such insurance.
 4. The UNOPS undertakes no responsibility to provide life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any persons performing services in connection with this Contract.

Article 6 - Encumbrances

The Consultant shall not cause or permit any lien, attachment or other encumbrance by any third party to be placed on file or to remain on file in any public office or on file with the UNOPS against any monies due or to become due for any work done or services rendered in connection with this Contract, or by reason of any claim or demand against the Consultant.

Article 7 - Source of Instructions

The Consultant, its agents, servants, employees, subcontractors and independent contractors, shall neither seek nor accept instructions from any authority external to the UNOPS in connexion with the performance of their obligations under this Contract, and shall refrain from any action which may adversely affect the UNOPS. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.

Article 8 - Prohibition of Conflicting Activities

The Consultant and its personnel admitted into the country to perform services under this Contract shall not engage in any conflicting business or other activity in the country in which the services are to be performed, or accept paid employment in contravention with the laws of the country.

Article 9 - Officials not to Benefit

The Consultant warrants that no United Nations, UNOPS or Government official has been or will be, directly or indirectly, offered or given any inducement or benefit in connection with this Contract or the award thereof.

Article 10 - Subcontracting

The Consultant shall engage no subcontractor to perform any work or services in connection with this Contract unless the Consultant shall have notified the UNOPS of the identity of the proposed subcontractor and the UNOPS shall have notified the Consultant of its approval of the engagement of the subcontractor. The approval by the UNOPS of the engagement of a subcontractor shall not relieve the Consultant of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor. The terms of any subcontract shall be subject to and in conformity with the provisions of this Contract. The term "subcontractor" includes any independent contractor or other person or entity with which the Consultant enters into an association, affiliation or relationship of any form for the purposes of performing work or services in connection with this Contract, other than an agent, servant or employee of the Consultant.

Article 11 - Assignment

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Consultant's rights, claims or obligations under this Contract except after obtaining the prior written approval of the UNOPS.

Article 12 - Records, Accounts, Information and Audit

1. The Consultant shall maintain accurate and systematic records and accounts in respect of the performance of its obligations under this Contract.
2. The Consultant shall furnish, compile and make available at all reasonable times to the UNOPS any records, accounts or other information, oral or written, which the UNOPS may reasonably request in respect of the performance by the Consultant of its obligations under this Contract.
3. The Consultant shall allow the UNOPS or its authorized agents to inspect and audit such records, accounts or other information upon reasonable notice.

Article 13 - Language, Weights and Measures

Except as may otherwise be specified in this Contract, the English language shall be used by the Consultant in all written communications to the UNOPS with respect to the performance of the obligations under this Contract and with respect to all documents procured or prepared by the Consultant pertaining to such obligations. The metric system of weights and measures shall be used in respect of all work and services performed in connection with this Contract.

Article 14 - Title to Equipment or Property

1. Title to all equipment and property furnished by the UNOPS for the purpose of this Contract shall rest with the Funding Source and under the custody of UNOPS. The Consultant shall be responsible and accountable to UNOPS for all equipment or property purchased with funds provided or to be reimbursed by the UNOPS. The Consultant shall take all reasonable measures, including maintaining appropriate insurance, necessary to preserve such equipment or property from loss or damage until returned to the duly authorized office of the UNOPS upon completion of the work or services or termination of this Contract, or when no longer needed by the Consultant for the purposes of this Contract. Such equipment or property shall be returned to the UNOPS in the same condition as when made available to the Consultant, subject to normal wear and tear. The Consultant shall be liable to the UNOPS for the loss of or damage to such equipment or property, except to the extent that the Consultant proves that it took all reasonable measures to avoid the loss or damage.
2. The Consultant shall maintain an up-to-date and complete list of all equipment and property purchased by the Consultant in connection with this Contract by using the UNOPS form, as set forth in Attachment A hereto. Upon arrival of equipment or property at the Project site, the Consultant shall provide updated forms to the UNOPS and copies thereof to the UNDP Resident Representative.

Article 15 - Confidential Nature of Documents

1. All maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and all other data (referred to hereinafter in this Article as "documents") compiled by or received by the Consultant or its agents, servants, employees, subcontractors or independent contractors in connection with this Contract shall be the property of the Funding Source, shall be treated as confidential and shall be delivered only to duly authorized UNOPS officials on completion of work or services under this Contract or termination of the Contract, or as may otherwise be required by the UNOPS.
2. In no event shall the contents of such documents or any information known or made known to the Consultant by reason of its association with the UNOPS be made known by the Consultant or its agents, servants, employees, subcontractors or independent contractors to any unauthorized person without written approval of the UNOPS.

3. Subject to the provisions of this Article, the Consultant may retain a copy of documents produced by the Consultant.
4. The Consultant shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.
5. The obligations in this Article do not lapse upon termination of this Contract.

Article 16 - Use of Name, Emblem or Official Seal of the UN and UNOPS

The Consultant, its agents, servants, employees, subcontractors and independent contractors shall not advertise or otherwise make public the fact that it is performing, or has performed, work or services for the UNOPS or the United Nations, or use the name, emblem or official seal of the UNOPS or the United Nations or any abbreviation of the name of the UNOPS or the United Nations in connection with its business for advertising purposes or for any other purposes. The Consultant shall take all reasonable measures to ensure compliance with this provision by its agents, servants, employees, subcontractors, and independent contractors. This obligation does not lapse upon termination of the Contract.

Article 17 - Copyright, Patents and Other Proprietary Rights

1. All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, (referred to hereinafter in this Article as "materials") except pre-existing materials, publicly or privately owned, collected or prepared in consequence of or in the course of the performance of this Contract, shall become the sole property of the Funding Source, which shall have the sole right to publish the same in whole or in part and to adapt and use them as may seem desirable, and to authorize all translations and extensive quotations there from. If the Consultant incorporates in its materials any previously published or unpublished materials, it shall obtain permission for the publication, use and adaptation in any language free of cost to the UNOPS/Funding Source from the persons in whom any existing copyrights therein may be vested and produce evidence to the UNOPS/Funding Source of such permission.
2. The Consultant agrees that it will forthwith disclose and assign to the Funding Source all discoveries, processes, or inventions, made or conceived in whole or in part by it alone or in conjunction with others relating to or arising out of this Contract, and the said discoveries, processes, or inventions, shall become and remain the property of the Funding Source, whether or not patent applications are filed thereon.
3. Upon request of the UNOPS/Funding Source and at its expense, the Consultant shall take all necessary steps, execute all necessary documents and generally assist the Funding Source in securing such proprietary rights and transferring them to the Funding Source in compliance with the requirements of the applicable law.
4. The obligations in this Article do not lapse upon termination of the Contract.

Article 18 - Amendments

No modification of or change in this Contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Contract or their duly authorized representatives in the form of an amendment to this Contract duly signed by the parties hereto.

Article 19 - Force Majeure

1. "Force majeure" as used herein means acts of God, natural disasters, invasion or war (whether declared or not) and other hostilities, revolution, rebellion, industrial disturbance, except where solely restricted to employees of the Consultant, insurrection or riot, commotion or other disorder, ionizing radiation or contamination by regular activity from any nuclear fuel or waste, radio-active toxic explosives or other hazardous properties of any explosives, nuclear assembly or nuclear components thereof, or other act, event or circumstance of a similar nature or force, arising from circumstances beyond the control of the

parties or which the parties could not reasonably be expected to have taken into account at the time of the conclusion of this Contract and which or the consequences of which the parties could not reasonably be expected to have avoided or overcome.

2. In the event of and as soon as possible after the occurrence of any cause constituting force majeure which renders the Consultant unable, wholly or in part, to perform his obligations and meet his responsibilities under this Contract, the Consultant shall give notice and full particulars of such force majeure to UNOPS. The notice shall include steps proposed by the Consultant to be taken, subject to the written approval of the UNOPS, including any reasonable alternative means for performance that is not prevented by force majeure. Subject to acceptance by the UNOPS of the existence of such force majeure, which acceptance shall not be unreasonably withheld, the following provisions shall apply:
 - (a) The obligations and responsibilities of the Consultant under this Contract shall be suspended to the extent of its inability to perform them and, subject to the provisions of para. (e) hereof, for as long as such inability continues. During such suspension and in respect of work suspended, the Consultant shall be reimbursed by the UNOPS for the Consultant's substantiated reasonable costs of maintenance of any of the Consultant's equipment and for reasonable per diem for the Consultant's permanent personnel rendered idle by such suspension, subject to para. (d) hereof;
 - (b) The Consultant shall within fifteen (15) days after the notice to the UNOPS of the occurrence of the force majeure submit to the UNOPS a statement of estimated costs referred to under sub-paragraph (a) above during the period of suspension. Within thirty (30) days after the end of the suspension, the Consultant shall submit to the UNOPS a complete statement of the Consultant's actual costs;
 - (c) The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special condition which may reasonably justify the period of extension to be different from the period of suspension;
 - (d) Where the Consultant's equipment or permanent personnel referred to in sub-paragraph (a) are idle on site as a result of the suspension for a period exceeding thirty (30) days, the Consultant shall confer with UNOPS in good faith with a view towards agreeing upon a reasonable reduction of the costs incurred with respect to such equipment and personnel and a reasonable apportionment between the parties of such costs. If the parties fail to agree upon such reduction or apportionment within seven (7) days after the initial thirty (30) days of suspension, the matter will be resolved in accordance with Article 29 hereof;
 - (e) If the Consultant is rendered permanently unable, wholly or in part, by reason of force majeure, to perform its obligations and meet its responsibilities under this Contract, the UNOPS shall have the right to terminate this Contract on the same terms and conditions as are provided for in Article 22, "Termination by UNOPS", except that the period of notice shall be seven (7) instead of fourteen (14) days; and
 - (f) The UNOPS may consider the Consultant permanently unable to perform in case of any suspension period of more than ninety (90) days.

Article 20 - Suspension by UNOPS

1. The UNOPS may suspend, for a specified period of time not exceeding thirty (30) days, in whole or in part, payments to the Consultant and/or any of the Consultant's obligations under this Contract, if, in the UNOPS' sole determination:
 - (a) any condition arises which interferes, or threatens to interfere, with the successful carrying out of the work or services under this Contract, the UNOPS Project or the accomplishment of the purpose thereof, or with the performance by either party of its obligations under this Contract; or
 - (b) the Consultant shall have failed, in whole or in part, to perform any of its obligations under this Contract.

2. Notice of such suspension shall be given by the UNOPS to the Consultant, specifying the duration of the suspension. The suspension shall take effect seven (7) days after such notice.
3. If, by the expiry of the period of suspension, the UNOPS has not notified the Consultant to resume the performance of a suspended obligation, the Consultant may request permission of the UNOPS to resume such performance. If the UNOPS does not, within 7 days after its receipt of the request, notify the Consultant to resume the performance, either party may terminate the portions of this Contract relating to the suspended obligation by giving the other party seven (7) days prior notice of such termination. If it is not possible or reasonably practicable for only those portions of the Contract to be terminated, the entire Contract may be terminated upon seven (7) days prior notice. The provisions of paragraph 2 of Article 22 shall apply in the event of any such termination.
4.
 - (a) The Consultant shall be reimbursed by the UNOPS for the Consultant's substantiated reasonable extra costs, occasioned by the suspension, of necessary measures to maintain any of the Consultant's equipment and personnel assigned to the performance of this Contract, while such equipment and personnel are idle as a result of the suspension. However, such reimbursement shall not be paid if the Consultant could reasonably re-assign such equipment or personnel to other tasks or to other contracts of the Consultant;
 - (b) As a condition for reimbursement under this paragraph 4, the Consultant shall:
 - (i) within fifteen (15) days after a suspension takes effect, notify the UNDP of the Consultant's good faith estimate of the anticipated extra costs; and
 - (ii) within thirty (30) days after the end of the suspension, notify the UNOPS of the Consultant's actual extra costs.
 - (c) The Consultant shall not be entitled to the reimbursement provided for in this paragraph 4 where the UNOPS has suspended an obligation of the Consultant for reasons attributable to the fault or neglect of the Consultant, its agents, servants, employees, subcontractors or independent contractors, or to a failure by the Consultant to perform an obligation under this Contract.

Article 21 - Additional Rules relating to Suspension

1. Except as otherwise provided in this Contract, the rules set forth in this Article apply in the event of any suspension under Article 19 or Article 20.
2. During the period of suspension, the Consultant shall provide such information as may reasonably be requested by the UNOPS concerning the preservation and protection of the work and services performed by the Consultant and the results thereof, and of all property of the UNOPS, and shall take all reasonable measures to provide for such preservation and protection. Except as provided in paragraph 4 of this Article, the Consultant shall be reimbursed by the UNOPS for substantiated reasonable costs incurred by the Consultant in providing such information and taking such measures, provided that an estimate of such costs shall have previously been notified to and approved by the UNOPS.
3. The Consultant shall produce such reports as may reasonably be requested by the UNOPS covering the work executed or services performed up to the time of suspension. The reports shall conform to any reasonable requirements by the UNOPS as to nature, structure and content. Except as provided in paragraph 4 of this Article, the Consultant shall be reimbursed for its reasonable and substantiated costs in preparing the reports, provided that an estimate of such costs shall have been previously notified to and approved by the UNOPS.
4. The Consultant shall not be entitled to the reimbursement provided for in paragraphs 2 and 3 of this Article where the UNOPS has suspended an obligation of the Consultant pursuant to Article 20 for reasons attributable to the fault or neglect of the Consultant, its agents, servants, employees, subcontractors or independent contractors, or to a failure by the Consultant to perform an obligation under this Contract.

Article 22 - Termination by UNOPS

1. Notwithstanding the provisions of Articles 19 and 20, the UNOPS may terminate this Contract for any reason upon not less than fourteen (14) days (in the case of Contracts initially for a period of sixty (60) days or more) or seven (7) days (in the case of Contracts initially for a period of less than sixty (60) days) notice to the Consultant.
2. Upon termination of this Contract:
 - (a) the Consultant shall take immediate steps to terminate the work and services in a prompt and orderly manner and, to that end, shall provide such information as may reasonably be requested by the UNOPS concerning the preservation and protection of the work or services performed by the Consultant and the results thereof and all property of the UNOPS, and to minimize losses and further expenditures; the Consultant shall also take all reasonable measures to provide for such prevention and protection and for minimization of losses and expenditures;
 - (b) the Consultant shall be entitled, against appropriate vouchers, to be compensated in accordance with this Contract for work or services performed satisfactorily and in accordance with this Contract prior to its receipt of the notice of termination;
 - (c) unless the termination has been occasioned by any fault or neglect on the part of the Consultant, its agents, servants, employees, subcontractors or independent contractors, or by any failure of the Consultant to perform an obligation under this Contract, the Consultant shall also be entitled, against appropriate vouchers, to be reimbursed for such reasonable costs and expenses as shall have been duly and properly incurred in accordance with this Contract prior to the date of such notice of termination, including such forward commitments as could not with diligent effort be cancelled or reduced, and for reasonable costs incident to the orderly termination of the services, the return travel of Consultant's personnel and the return shipment of their personal effects and of the equipment of the Consultant, to the extent that the same are not otherwise covered by any fees, reimbursements or other compensation paid or payable to the Consultant;
 - (d) the Consultant shall produce such reports as may reasonably be requested by the UNOPS covering the work and services performed up to the time of termination. The reports shall conform to any reasonable requirements by the UNOPS as to nature, structure and contents. The Consultant shall be reimbursed for its reasonable and substantiated costs in preparing the reports, provided that an estimate of such costs shall have previously been notified to and approved by the UNOPS; and
 - (e) the Consultant shall not be entitled to receive any payments other than those provided for in this paragraph 2.

Article 23 - Termination by the Consultant

The Consultant may terminate this Contract in accordance with Articles 19.2(e) and 20.3 above.

Article 24 - Other Rights and Remedies of UNOPS

1. Nothing in or relating to this Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of the UNOPS.
2. The UNOPS shall not be liable for any consequence of, or claim based upon, any act or omission on the part of a Government.

Article 25 - Bankruptcy

Should the Consultant be adjudged bankrupt, or become insolvent or should control of the Consultant change by virtue of insolvency, the UNOPS may, without prejudice to any other right or remedy, terminate this Contract immediately by giving the Consultant notice of such termination.

Article 26 - Facilities, Exemptions, Privileges and Immunities of Consultant and Consultant's Personnel

1. The compensation, reimbursement, remuneration and payment provided for in this Contract do not include any taxes, duties, fees or levies which may be imposed in the recipient country on salaries or wages earned by the Consultant's personnel (except Government nationals employed locally) in the performance of the Contract or on any equipment, materials or supplies which the Consultant may bring into that country in connection with the contract or which after having been brought into that country may be subsequently withdrawn there from. If any authority of the Government refuses to recognize exemption from or reimbursement for such taxes, duties, fees or levies, the UNOPS shall in no event be liable beyond the amount of said taxes, duties, fees and levies or for any failure or delay in obtaining such exemption or reimbursement.
2. The UNOPS will use its best efforts to obtain for the Consultant and its personnel (except Government nationals employed locally) such additional facilities, exemptions, privileges and immunities as the Government has generally agreed to grant to contractors performing services for the UNOPS within the country and to their personnel. An information copy of the provisions relating to such facilities, exemptions, privileges and immunities that are contained either in Articles IX and X of the Standard Basic Assistance Agreement between the Government and the UNDP or in an annex to the Project Document concerning this Project are set forth in Attachment B hereto. However, the UNOPS shall in no event be liable for any consequences of, or any claim based upon, any failure on the part of the Government to carry out any of such undertakings.
3. Any provisions, whether in an Agreement, Project Document, or any other instrument to which the recipient Government is a party, by which the recipient Government confers benefits upon the Consultant and its personnel in the form of facilities, exemptions, privileges and immunities by reason of the performance of services for the UNOPS on this Project, may be waived by the United Nations where, in its opinion, such immunity would impede the course of justice and can be waived without prejudice to the successful completion of the Project or to the interests of the UNDP, UNOPS or the United Nations.

Article 27 - Indemnification

The Consultant shall indemnify, hold and save harmless and defend at its own expense the UNOPS and its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses associated therewith, arising out of acts or omissions of the Consultant or its officers, agents, servants, employees, subcontractors or independent contractors in the performance of any work or services in connection with this Contract. Without limiting the generality of the foregoing, this Article shall extend to suits, claims, demands and liability in the nature of workmen's compensation, products liability, and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Consultant, its officers, agents, servants, employees, subcontractors or independent contractors and or others responsible to the Consultant, as well as by the UNOPS. The obligations in this Article do not lapse upon termination of the Contract.

Article 28 - Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Article 29 - Settlement of Disputes

Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by direct negotiation, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such disputes controversy or claim. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take in accordance with the UNCITRAL Conciliation Rules then obtaining or according to such other procedure as may be agreed between the parties.

Article 30 - Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the UNDP, UNOPS or the United Nations.

Article 31 - Tax Exemption

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN including its subsidiary organs, such as UNDP and UNOPS, are exempt from all direct taxes and from customs duties in respect of articles imported or exported for its official use. Accordingly, the Consultant authorizes the UNOPS to deduct from the Consultant's invoice any amount representing such taxes or duties. Payment of such corrected invoiced amount shall constitute full payment by the UNOPS. In the event any taxing authority refuses to recognize the UNOPS exemption from such taxes, the Consultant shall immediately consult with the UNDP to determine a mutually acceptable procedure.

Article 32 - Form of Notice, Request, Statement or Approval

Any notice, request, statement or approval provided for in these General Conditions shall be effective if it is given either in writing by letter, telex or facsimile.

Report of Non-Expendable Equipment (ref. Article 14)
Inventory Change Report (Non-Expendable Property)

UNITED NATIONS FIELD OFFICE, LOCATION & COUNTRY - MONTH & YEAR

UN STOCK NUMBER	DESCRIPTION (Include serial number and/or decal number)	Quantity		VALUE IN U.S. CURRENCY PER UNIT	TOTAL VALUE IN U.S. CURRENCY	METHOD USED							DOCUMENT REFERENCE OR REMARKS	COUNTRY OF SUPPLIER (Acquisitions only)
		D I S P O S E D	A C Q U I R E D			HEAD-QUARTERS	FIELD PO	LOCAL PO	TRANSFER	LOAN	SURVEY ACTION	TEMPORARY CUSTODY		
	(FOR UNOPS EXECUTED PROJECTS, ATTACH A COPY OF COMPUTER PRINTOUT OF INVENTORY)													

CERTIFIED BY:

NAME: _____ TITLE: _____

ATTACHMENT B

Information on Facilities, Exemptions, Privileges and Immunities Applicable to Consultants (Ref. Article 26)

The facilities, exemptions, privileges and immunities in respects of the services of the Consultant and his personnel shall be as provided under the basic agreement (and, if applicable, as further set out in the respective project document) between UNDP and the particular Government. Specific questions may be addressed to the UNDP Resident Representative in that country or UNOPS at Headquarters.

Consultants and their personnel (except those employed locally who are nationals of the Government) generally have the right to the following:

- (i) Immunity from legal process in respect of all acts performed by them in their official capacity in the exception of the services.
- (ii) Immunity from national service obligations.
- (iii) Immunity from immigration restrictions
- (iv) The privilege of bringing into the country reasonable amounts of foreign currency for the purpose of the services or for personal use of such personnel, and of withdrawing any such amounts brought into the country, or in accordance with the relevant foreign exchange regulations, such amounts as may be earned therein by such personnel in the execution of the services.
- (v) The same repatriation facilities in the event of international crises as diplomatic envoys.

Consultants and their personnel generally enjoy inviolability for all papers and documents relating to the services.

The Government generally either exempts from, or bears the cost of, any taxes, duties, fees or levies which it may impose on any foreign firm or organization which may be retained by the UNOPS and on the foreign personnel of any such firm or organization in respect of:

- (i) The salaries or wages earned by such personnel in the execution of the services;
- (ii) Any equipment, materials and supplies brought into the country in connection with the Contract or which, after having been brought into the country, may subsequently withdrawn there from; and
- (iii) Property brought into the country by the firm or organization or its personnel for their personal use or consumption or which after having been brought into the country, may subsequently be withdrawn there from upon departure of such personnel. If despite this paragraph, taxes or duties of are nevertheless collected, the Government generally makes an equivalent cash payment to the agency or person concerned.

UNDP provides the Government with a list of the personnel of the firm or organization to whom these facilities, exemptions, privileges and immunities shall apply.

The privilege and immunities to which such firm or organization and its personnel may be entitled may be waived by the United Nations, if in its opinion the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the services or to the interests of the United Nations, or UNDP.