

CONTRACT

Contract-2009/096

19 May 2009



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MEMORANDUM OF CONTRACT made this 19th day of May 2009, between the United Nations Development Programme (hereinafter referred to as UNDP) and Dr. B.R. Ambedkar Open University (referred to as subscriber) whose address is : Prof. G. Ram Reddy Marg, Road No.46, Jubilee Hills, Hyderabad 500033 (Tel: 23544830)

This Contract is subject to the UNDP General Conditions for Professional Services, attached hereto as Annexure

WHEREAS UNDP desires to engage the services of the Subscriber on the terms and conditions hereinafter set forth, and

WHEREAS the Subscriber is ready and willing to accept his engagement of service with UNDP on the said terms and conditions,

NOW, THEREFORE, the parties hereto agree as follows:

STATUS

The Subscriber shall be considered as having the status of an independent Subscriber.

2. NATURE OF SERVICES

Launching Certificate Programme in NGO Management in Telegu Medium.

3. DURATION OF AGREEMENT

The contract will be from 20 May 2009 to 20 December 2009.

4. CONSIDERATION

The total fee will be Rs.3,00,000.00 (Rupees Three Lakhs only). Out of which 15% i.e., Rs.45,000.00 (Rupees Forty Five Thousand only) to be paid on signing the contract; 75% i.e., Rs.2,25,000.00 (Rupees Two Lakhs Twenty Five Thousand only) on formation of committee for course writers and initiation of translation and adaptation of course material; and the balance 10% i.e., Rs.30,000.00 (Rupees Thirty Thousand only) on completion and submission of final technical and financial report along with supporting vouchers and documents.

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5. **RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER**

- (a) The rights and obligations of the Subscriber are strictly limited to the terms and conditions of this Agreement. Accordingly, the Subscriber shall not be entitled to any benefit, payment, subsidy, or Compensation from UNDP, except as expressly provided in Article 4 of this Agreement.
- (b) The Subscriber shall be solely liable for claims by third parties arising from the Subscriber's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall UNDP be held liable for such claim(s) by third parties.
- (c) The title rights, copyrights and all other rights of whatsoever nature in any material produced under the provisions of this Agreement shall be vested exclusively in UNDP.

6. **UNPUBLISHED INFORMATION**

The Subscriber shall not communicate to any person or other entity external to UNDP any unpublished information made known to the Subscriber in the course of performing the Contractor's obligations under the terms of this Agreement, except upon authorization by UNDP.

7. **ARBITRATION**


Any claim or dispute arising out of or in connection with this Agreement or any breach thereof, if not settled by direct negotiation, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties hereto agree to be bound by any arbitration award rendered in accordance with this section as the final judgement of any dispute.

8. **PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of the UN or UNDP.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement.

**UNITED NATIONS DEVELOPMENT PROGRAMME**



**Arundhati Das**  
Asst. Country Director (Operations)

**For: Dr. B.R. Ambedkar Open University**

Charge: Agency ref.No.1, Agency account NO.PRT; Agency ULO  
No. PO200056680; AWP&b 1.1.1



## General Conditions for Professional Services

### 1. LEGAL STATUS

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

### 2. SOURCE OF INSTRUCTIONS

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

### 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

### 4. ASSIGNMENT

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

### 5. SUB-CONTRACTING

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

### 6. OFFICIALS NOT TO BENEFIT

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

### 7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend

inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

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

## **9. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **10. TITLE TO EQUIPMENT**

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

## **11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS**

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

### 13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

### 14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

### 15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days (or as appropriate as per the duration of contract) prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## 16. SETTLEMENT OF DISPUTES

### 16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

### 16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## 17. PRIVILEGES AND IMMUNITIES

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

## 18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

## 19. CHILD LABOUR

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

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

## 20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and

Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

**21. OBSERVANCE OF THE LAW**

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

**22. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

**Terms of Reference**  
**Dr. B. R. Ambedkar Open University**  
**for launching Certificate Programme in NGO Management in Telegu medium**

**1. Background**

Non Governmental Organizations (NGOs) play an important role in various developmental issues across the states in India. As per the data available with the planning commission (2006), there are 12265 NGOs in the country of which 91% are involved in social sector activities 53% in rural development, 17% in human resource development, 10% in social justice and empowerment, 6% in health and family welfare and 5% in youth affairs and sports. Geographically, about 25% NGOs are working in the southern states, 36% working in northern states, 30% in the central belt and 7% in the northeastern states. Out of them, about 950 NGOs work in HIV/AIDS areas across the country. Their large numbers and the critical role envisaged for NGOs in development programmes underline the importance of a national effort to enhance the capacity of the NGO sector in general and financial management.

UNAIDS recognizes the critical role of civil society in the AIDS response to achieve the goals of universal access to HIV prevention, treatment, care and support. In view of the increasingly important role of the voluntary sector in the developmental process, and realizing that the quality of manpower determines the effectiveness of the interventions, the Certificate in NGO management programme will be instrumental in building programmatic as well as financial capacities of NGOs.

The assignment being dealt with here is a part of an on-going process for developing a Certificate programme in NGO management in all regional languages through distance education under the aegis of the Indira Gandhi National Open University (IGNOU). UNAIDS in partnership with IGNOU launched the NGO Management programme in July 2008, which received an overwhelming response. Following the launch of the programme, Dr. B. R. Ambedkar Open University developed the proposal with UNAIDS to develop the certificate programme in Telegu medium. This programme aims to assist NGO functionaries to enhance their management skills and build the capacity of the NGO sector.

**2. Objective**

- To provide basic managerial concepts to NGO workers;
- To give a first hand experience to the NGO workers or for that matter to the end users of the programme;
- To help and enhance the skills of end users at various levels of management.

**3. Terms of Reference**

- Prepare the course materials for Certificate in NGO management in Telegu
- Develop, design and print course brochures and study material
- Launch of the certificate programme on an all India basis, and ensure its smooth conduct till completion.
- Provide technical support for facilitate the undertaking of distance programme by state centres
- Ensure timely purchase and placement of reference materials in the field centres, libraries and availability of e-content.
- Provide technical support and facilitate training of Academic counsellors and coordinators involved in offering certificate in NGO management course

**4. Output**

Certificate Programme in NGO management in Telegu, launched and institutionalized with road map for sustained curriculum improvement and programmes of higher levels.



**5. Administrative and Travel**

The organization will be governed by the UNDP terms and conditions. Any travel outside the duty station to be approved by the UCC before the travel and will be reimbursed as per UNDP norms.

**6. Duration**

The consultancy will start on 20<sup>th</sup> May 2009 and end on 20 December 2009. The final report and deliverables can however, be provided by the end of December 2009.

**7. Payments**

The organization will be paid as per the attached budget. An advance of 15% may be provided to Dr. B.R. Ambedkar Open University on signing the contract, second installment of 75% on making committee for course writers and initiation of translation and adaptation of course materials and the remaining balance after satisfactory completion of activity and submission of technical report, printed course materials and financial reports.

**8. Reporting**

The project will contribute to the UNAIDS Programme priority objectives of building the Management Capacity (Programmatic, Administrative and Financial) of NGOs and CBOs. The organization will report to the UNAIDS Country Coordinator.

**9. Duty station**

Hyderabad, Andhra Pradesh

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