



TENDER INVITATION

Ombudsperson & Mediation Services

GLOBAL WATER PARTNERSHIP ORGANISATION

www.gwp.org

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1. Objective

GWPO is looking to appoint an Ombudsperson/Mediation Specialist to offer informal services for resolving potential disputes/conflicts arising between GWPO as an employer and GWPO's staff, as well as between GWPO staff, before such disputes or conflicts may need to resort to the formal Dispute Resolution Procedure.

The services will be provided to staff employed by GWPO at the GWPO Secretariat. The GWPO Secretariat manages GWP's finances and reports on funding received at the global level. It also helps with the exchange of knowledge and resources and ensures communication and coherence across the Network. The Secretariat of GWPO is located in Stockholm, Sweden. The Secretariat staff normally stands at 35+ members recruited from all parts of the world. The staff is composed of administrative and operational/scientific/technical positions.

The Ombudsperson will help staff and management to resolve workplace conflicts in an informal, confidential manner with the aim of maintaining a harmonious workplace environment. The Ombudsperson shall serve all staff members of the organisation as well as management. All staff members, as well as management, may bring work-related issues/matters of concern to the Ombudsperson at any stage in an informal, confidential, and conciliatory manner, without requesting prior approval by GWPO.

The objective of an Ombudsperson intervention in a dispute is one of conciliation by seeking mutually acceptable solutions through informal means. The process is confidential and is performed in an independent and neutral manner. The Ombudsperson acts in the joint interest of the individual and the employing organization on matters arising from employment. The Ombudsperson is an advocate for due process and fair treatment of all contract holders.

1.1 About the Global Water Partnership

The Global Water Partnership (GWP) is a multi-stakeholder international action network created in 1996 to foster the implementation of integrated water resources management: the coordinated development and management of water, land, and related resources in order to maximise economic and social welfare without compromising the sustainability of ecosystems and the environment.

The GWP Network is open to all organisations that recognise the principles of integrated water resources management endorsed by the Network. It includes states, government institutions at all levels, non-governmental organisations, academic and research institutions, private companies, and service providers in the public sector. GWP's diverse and inclusive network is a platform for policy dialogue and bottom-up development of action plans and programmes, providing a voice for communities on water management.

GWP comprises 3,000+ partner organisations in over 180 countries. Our network of 65+ Country Water Partnerships and 13 Regional Water Partnerships convenes, and brokers coordinated action by government and non-government actors. A long-time advocate for integrated water resources management, GWP draws on implementation experience at the local level and link it across our Network and to global development agendas.

Our Vision

A water secure world.

Our Mission

To advance governance and management of water resources for sustainable and equitable development.

Our Unique Value

GWP mobilises action on the global water crisis through a unique combination of social capital, shared values, credibility within the global water community, bottom-up orientation, and expertise. A network of networks, we ensure the 'voices of water' can influence local, national, regional, and global development priorities. We are committed to our role as a neutral convener and respected for our focus on inclusiveness and sustainability.

Our Work

We prioritise opportunities where key global or regional policy frameworks bring leadership focus, progress measurement, development partner action, and potential for financing. Specifically, we target the following Anchor Areas:

- Water solutions for the Sustainable Development Goals
- Climate resilience through water
- Transboundary water cooperation

We mobilise people and organisations to unite around shared development priorities that impact water resources. We bring all voices to the table, including the private sector. We work with youth as key agents of change. We work towards gender equality in all we do. We build and leverage partnerships, and work through multi-stakeholder platforms to create space for diverse views and interests.

We act to support coordinated action to address water risks and put integrated water resources management into practice. We work with our partners to change behaviours, strengthen institutions, build pilots and catalyse investment for water-wise sustainable development. We measure ourselves through the actions we take to improve water management and governance.

We learn from our actions and relationships. We curate, create, and share knowledge globally and across regions. We work with stakeholders to turn learning into ongoing improvements in water management and provide a constant feedback loop through our learning and knowledge activities.

Our Values

Inclusiveness | Openness | Transparency | Accountability | Respect | Gender sensitivity | Solidarity

The GWP Organisation (GWPO) was established as an intergovernmental organisation in Sweden. It is managed by the Executive Secretary who is answerable to the Steering Committee (SC). The SC oversees policy and approves the work programme and budget of the GWPO. The SC and its Chair are appointed by the Sponsoring Partners, comprising the ten founding members of the GWPO.

More information can be found at www.gwp.org.

2. Instruction to Tenders

2.1 Procurement Procedure

This is a selective competitive procurement procedure. Invited bidders will submit a written tender offer and GWPO will subsequently enter detailed discussions with one or more of the bidders. One supplier only may be awarded the assignment. It is important that all terms and conditions contained in the tender invitation are fully followed.

NOTE: GWPO as an inter-governmental organisation is not bound by the Swedish procurement act. This tender invitation does not obligate GWP to contract for the supply of any products or services.

2.1.1 Confirmation of Tender submission

The bidder is requested to confirm within 15 working days of the date of the tender invitation whether they are going to submit a tender or not. The confirmation is to be sent to procurement@gwp.org. Failure to confirm within this date may disqualify the bidder for consideration of its subsequent tender submission.

2.2 Content of Tender Offers

Bidders should offer services for the complete assignment as defined in the Specification of Requirements. Please note that each requirement in the specification is to be addressed separately, with clear reference to the requirements. For evaluation purposes, the tender offer should follow the same disposition as the Specification of Requirements. The offer will include

- *Technical Proposal:*
 - *Description of Approach*
 - *Expression of interest stating relevant experience and qualifications against the Specification of Requirement (ToR)*
 - *CV including references*
- *Financial proposal (cost for services)*

All costs must be included in the tender offer. The costs are to be specified as an hourly rate in Euro including specified VAT.

The bidder is welcome to enclose brochures and other printed information, although the comments in the offer to the tender requirements should be listed as specified without relying on information in enclosures or elsewhere.

Please also take note of the evaluation criteria described below.

2.3 Submission of Tender offers

The tender offer shall be

- ⇒ submitted in English to procurement@gwp.org.

- ⇒ Complete with all relevant company names, address, contact persons and e-mail address, VAT-number (or other relevant tax registration number)
- ⇒ signed by authorised representative of the bidder
- ⇒ considered as confidential.
- ⇒ specifying an e-mail address of the supplier to which potential clarifications may be sent

By submitting a tender, the bidder confirms that the company:

- is registered in the professional and trade registers in the country where the supplier is based (certificate may be requested by GWPO).
- has not been convicted of any criminal offence and is, if requested, able to produce an extract from a legal register, or in the absence of such a register, a certificate issued by an authorized legal or administrative authority in the country of origin or in the country where the supplier is based, as means of proof.
- is not in debt with either the tax authority or the enforcement service regarding the payment of any required taxes and/or social security contributions (certificate(s) may be requested by the Buyer where appropriate). VAT-number, if any, should be stated.
- is, if requested, able to present adequate papers proving that they have not been convicted of any crime concerning the exercising of a profession, been the subject of a legal verdict or been found guilty of gross misconduct whilst providing a professional service.
- is not bankrupt or currently the subject of bankruptcy proceeding, compulsory liquidation, compulsory management arrangement or accord. The bidder also confirms that they have not cancelled payments or been made the subject of a trading ban or any other similar arrangement

The bidder also confirms that the company has the financial capacity, as well as the technical, quality assurance, research and development capacities and abilities for the assignment/fulfilment of the bidder's contractual obligations

Certificates and other proof as stated above may be requested by the GWPO where appropriate. Note that certificates should only be supplied upon separate request from GWPO. Bidders failing to produce proof if requested by GWPO will be disqualified.

To verify that the exclusion and qualification criteria are fulfilled, GWPO may acquire information from a credit-reporting bureau.

2.3.1 Closing Date for Submission of Tender

Final date for receipt of tenders is **28 July 2020**. GWPO may extend the final date for submission of tenders for any reason including requests from invited bidders to do so.

Tender received after the final date of receipt of tenders will be disregarded.

2.3.2 Cost of Tender

Costs for the preparation of tenders will not be reimbursed.

2.3.3 Period of Validity of Tender

The offer outlined in the tender is to be valid for a minimum period of 90 calendar days after the closing date. If necessary, GWPO may ask for the bidder's agreement to an extension of the period of validity (preferably in writing).

2.3.4 Withdrawal of Tender

A bidder may withdraw its tender at any time prior to the closing date, if notice of the withdrawal is received by GWPO prior to the closing date. Notice of withdrawal is to be signed by an authorized representative and sent to procurement@gwp.org

2.3.5 Opening of Tenders

GWPO will open the tenders at its office on the day following the closing date. Bidders will not be allowed to participate in the opening of the tenders. The names of the tenders will be kept confidential until the contract with the successful bidder has been signed.

2.3.6 Communications during the procurement procedure

If the bidder has any questions regarding the invitation to tender, please contact GWPO via email procurement@gwp.org. GWPO will respond via email to any request for clarification of the tender invitation that it receives prior to the closing date of the tender.

GWPO's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all bidders.

2.4 Tender Evaluation

The evaluation of tenders will be carried out in two steps.

2.4.1 Exclusion and Qualification Criteria

GWPO will examine the tenders to determine whether they are complete, the documents have been properly signed, and the requirements have been addressed. A tender may be rejected if the tender is incomplete, not signed or fails to address the requirements *or if the tender price exceeds the indicative budget ceiling*.

2.4.2 Evaluation Criteria

The second stage consists of an evaluation of the tenders according to the evaluation criteria listed below.

Evaluation Criteria	Relative Importance
<i>Ability and capacity to meet the Requirements</i>	35%
<i>Financial proposal (Cost)</i>	30%
<i>Previous proven experience</i>	35%

GWPO may in writing ask any bidder for clarification of any part of its proposal to assist in the examination and evaluation. GWPO may also invite any number of bidders to present or otherwise confirm the services, or parts thereof, followed by a question and answer session. The presentation will be held in Stockholm, Sweden or by videoconference/internet.

2.4.3 Award of assignment

GWPO will enter detailed discussions with the bidder rated as having submitted the most advantageous bid to arrive at a contract for the assignment. The draft contract including commercial conditions for the services is attached.

The services will be requested on a need basis, and as such GWPO will not be able to guarantee any minimum use of the services.

If such discussions are unsuccessful, GWPO may invite the second rated bidder for discussions.

By submitting a tender offer the bidder confirms that it accepts the commercial conditions described in the section "Draft Agreement". If a bidder wants to include divergent commercial conditions in a future contract, these should be clearly stated in the tender offer.

Please note that GWPO is not bound to select any of the tender offers submitted.

Specification of Requirements

Appendix A: Ombudsperson – Mediation Services

BACKGROUND

The Global Water Partnership (GWP) is a multi-stakeholder action network and intergovernmental organisation dedicated to working with countries towards the equitable, sustainable, and efficient management of water resources. We comprise 3,000+ partner organisations in over 180 countries. Our network of 65+ Country Water Partnerships and 13 Regional Water Partnerships convenes, and brokers coordinated action by government and non-government actors. A long-time advocate for integrated water resources management, we draw on implementation experience at the local level and link it across our Network and to global development.

The GWP global secretariat is located in Stockholm, Sweden. More information: www.gwp.org. Comprised of about 35 individuals - about three quarter of whom work out of Sweden and the rest out of remote-working locations around the world - the team includes a majority of non-Swedish staff and is diverse in terms of nationalities, professional backgrounds, gender and age. The organisation is led by a Management Team of five, including the Executive Secretary and CEO, the Chief Operating Officer (COO) and Deputy ES, the Chief Finance Officer, the Head of Communications and the Head of Cap-Net (www.cap-net.org). The Executive Secretary is responsible for all HR related decisions (Article 11, 3 (3)/GWPO Statutes).

The relationships between GWPO staff and the organisation as an employer, and between staff amongst themselves are regulated, in addition to the individual letter of appointment, through a number of policies, including:

- Anti-fraud/Corruption Policy, adopted by the Steering Committee
- Performance and Development Dialogue guidelines, adopted by the Management Team
- The Staff Rules and Regulations adopted by the Steering Committee
- The Dispute Resolution Procedure (DRP) adopted by the Steering Committee
- The Human Resources Management Policy adopted by the Steering Committee
- Salary Policy adopted by the Steering Committee
- Administrative Instructions adopted by the Executive Secretary

The formal legal mechanism to solve disputes between GWPO and its staff is prescribed in the “GWPO Dispute Resolution Procedure”. GWPO and staff members are strongly encouraged to solve disputes through informal channels and avoid unnecessary litigation under the DRP.

The purpose of bringing an Ombudsperson on board – a role that has so far not existed – is to play an important role in supporting informal conflict resolution, before disputes become formal.

SCOPE OF THE ROLE

GWPO is looking to appoint an Ombudsperson/Mediation Specialist to offer informal services for resolving potential disputes/conflicts arising between GWPO as an employer and GWPO's staff, as well as between GWPO staff, before such disputes or conflicts may need to resort to the formal Dispute Resolution Procedure. The Ombudsperson will help staff and management to resolve workplace conflicts in an informal, confidential manner with the aim of maintaining a harmonious workplace environment. The Ombudsperson shall serve all staff members of the organisation as well as management. All staff members, as well as management, may bring work-related issues/matters of concern to the Ombudsperson at any stage in an informal, confidential, and conciliatory manner, without requesting prior approval by GWPO.

The objective of an Ombudsperson intervention in a dispute is one of conciliation by seeking mutually acceptable solutions through informal means. The process is confidential and is performed in an independent and neutral manner. The Ombudsperson acts in the joint interest of the individual and the employing organization on matters arising from employment. The Ombudsperson is an advocate for due process and fair treatment of all contract holders.

DUTIES AND TASKS

Impartiality and neutrality

The Ombudsperson is not an advocate to any party in a dispute. The Ombudsperson does not implement a decision and is not a policy maker but strives to find a fair resolution in a dispute brought to his/her attention.

Independence

The Ombudsperson is independent in structure and function from other organisational entities and officials. While hired by a decision and signature of the Executive Secretary, the Ombudsperson is free in their action and decisions from instructions by the Executive Secretary or anyone else, within the framework of these Terms of Reference. The Ombudsperson gives an account of their work through an annual report. For contractual purposes only, the Ombudsperson reports to the GWPO Management Team and may hold informal meetings with the GWPO Management Team as well as informal meetings with individual staff.

Informality

The Ombudsperson is an informal third party who assists in seeing that all staff members are treated equitably, and that justice is done. The Ombudsperson does not participate in any formal adjudicative or administrative procedure of the organisation relating to workplace disputes or concerns.

Task

The Ombudsperson will perform the following tasks in the context of providing confidential and impartial services to address work-related issues arising between staff and between staff and management:

- Provide information and recommendations to staff and management on how to pursue an informal resolution of conflict, individually or jointly;
- Receive concerns and issues regarding actual and potential conflicts from any, and all staff and from management;
- Review cases brought to their attention and make recommendations to all parties involved;
- Offer mediation support for conversations between staff members and management, and among staff members, as appropriate, where there may be issues between these groups;
- Facilitate open communication among staff and between staff and management, helping create mechanisms for staff and management to resolve conflict informally.

EXPERIENCE AND QUALIFICATIONS

Experience

- Minimum ten years work experience in mediation and conflict resolution for international organisations, either in a UN or civil society context.
- Fully conversant with the rules, principles and environment that define the scope and standards of international organisations, e.g. administrative rules and regulations, ethical values and code of conduct for international civil servants.
- Experience dealing with workplace conflict, including but not limited to discrimination and harassment.
- Experience with multicultural and multilingual environments
- Strong background in conflict resolution and/or an established standing as an ombudsperson/mediator through prior organisational experience.

Qualifications

- University degree in Behavioural Sciences, Law, Communications, Public Administration, Social Sciences, other related fields or an equivalent combination of education and professional experience.
- Training or equivalent experience in alternative dispute resolution or mediation or/and industrial conflict.
- Mediation, Alternative Dispute Resolution (ADR) or Ombudsperson certification and/or membership an advantage but not a requirement with organisations such as the International Ombudsperson Association (IOA)/UN & Related International Organisations (UNARIO)

Competencies

- Communication: Excellent written and oral communication skills
- Impartiality: Demonstrated ability to interact fairly, responsibly and effectively with staff members and management at all levels.
- Languages: Fluency in English (written and spoken) required.

- **Interpersonal skills:** able to interact effectively and harmoniously at all levels, demonstrated experience and mature professional judgement in assessing and balancing the respective importance of administrative, personal, technical and communication aspects of a given conflict situation, Ability to interact in a multi-cultural and international environment based on mutual respect and tolerance.

Attributes

- **Integrity:** Demonstrating/safeguarding ethics and integrity.
 - **Confidentiality:** Ability to exercise good judgement, discretion and tact in handling sensitive issues.
 - **Personal:** A good sense of humour. Love for nature, its beauty and its resources
-

Please note:

- Geographical proximity to Stockholm may facilitate engagement with staff.
- The services will be requested on a need basis.
- Consulting firms are invited to submit a proposal as well as individuals; if a consulting firm is chosen, the expectation is that the same individual would be assigned to provide the relevant services throughout a longer period.

Draft Agreement

GLOBAL WATER PARTNERSHIP ORGANISATION

Contract for Consulting Services

Project: *Ombudsperson & Mediation Services*

This Contract (hereinafter, together with the appendices attached hereto, called “the Contract”) has been made and entered into by and between:

- A. The Global Water Partnership Organisation, GWPO,** an intergovernmental organisation established in 2002 by an agreement between the Governments of Sweden, Chile, Pakistan, Denmark, the Netherlands Argentina, Hungary and Jordan as well as the World Bank and the World Meteorological Organisation, herein represented by Monika Weber-Fahr in her capacity as Executive Secretary (the organisation being hereinafter referred to as “GWPO”).

And

- B. (the Consultant),** a limited liability company incorporated/a commercial entity, registered under the laws of country. With the company number XXX, herein represented by Name, in his/her capacity as Title.

WHEREAS

- a) GWPO has requested the Consultant to provide consulting services, as further defined below, of a Name of the Project (hereinafter called the “Project”);
b) the Consultant has represented that it is professionally competent to provide such services;

NOW THEREFORE, the Parties hereto have agreed as follows:

ARTICLE 1 THE SERVICES

1.1 Scope of Services

The Parties hereby agree that the Consultant shall perform the Services and deliver reports as described in the attached Terms of Reference, Appendix A (hereinafter referred to as “the Services”).

1.2 Time Schedule

The Consultant shall commence the Services Date Month Year. The Services shall be completed no later than Date Month Year.

ARTICLE 2 STANDARD CONDITIONS

The attached Standard Conditions for Consulting Services, Appendix B, dated June 25, 2014, form an integral part of this Contract.

However, the following deviations from the Standard Conditions are hereby agreed:

Article 3 OWNERSHIP OF WORK/COPYRIGHT

Analyses, insights, design documents, specifications, reports and all relevant data such as maps, diagrams, plans, statistics and supporting records and materials compiled or prepared in the course of the Services shall be the property of GWPO with the right to transfer the Copyright, unless otherwise decided by GWPO. Such documentation shall be sorted and indexed by the Consultant prior to delivery to GWPO. The Consultant may retain a copy thereof, provided, however, that such copy shall not be used by the Consultant for purposes unrelated to the Contract without the approval of GWPO. The Consultant may not claim attribution to the content or deliverables unless prior approval in writing has been given by GWPO.

ARTICLE 4 REPORTING

Reports shall be provided as set forth in the Terms of Reference, Appendix A.

ARTICLE 5 PERSONNEL

A) The Services shall be carried out by the persons listed in the Terms of Reference, Appendix A.

Alternative:

The Service shall be carried out by Name

B) The Consultant's Team leader shall be Name. The Service shall be carried out by Name.

ARTICLE 6 LIABILITY

The Consultant's liability under this Contract is limited to XXX euro.

ARTICLE 7 GENERAL PROVISIONS**7.1 Language of Documents**

All documents prepared under the Services shall be prepared in the English language.

7.2 Authorised Representatives

8.3 Reimbursable costs

The Consultant is entitled to reimbursement for pre-approved costs as stipulated in GWPO's Standard Conditions for Consulting Services, Appendix B.

8.4 Adjustment of the Fee

The agreed fee is valid during the entire contract period. Adjustments relating to collective pay agreements, cost development, changes in exchange rates or any other cause shall not be made.

8.5 Budget and Ceiling amounts

Budget for the Assignment is included in the Terms of Reference, Appendix A. Except as otherwise agreed by the Parties, the payments under this Contract shall not exceed **XXX** euro for fees.

ARTICLE 9 INVOICING AND PAYMENT

The Consultant shall send /monthly/ invoices to GWPO, clearly describe the work undertaken, when the Services have been performed (in the form of a tabular timesheet) and the status of the Services (in progress or accepted by GWPO).

Invoices shall meet the requirements of the Standard Conditions for Consulting Services, Appendix B. Where the Expert fails to invoice GWPO for Services performed within four months after the month the Services were performed, the Expert shall forfeit the right to payment for the Services

All invoices shall be sent to GWPO by e-mail to address: invoices@gwp.org.

Payment will be made by GWPO within 30 days of receipt of the invoice to the following account no:

Account holder: **XXX**
Account Number: **XXX**
Account/IBAN No: **XXX**
SWIFT/BIC /Sort Code: **XXX**
Bank: **XXX**
Bank address: **XXX**

ARTICLE 10 ARBITRATION AND APPLICABLE LAW

Should any dispute of difference, which cannot be settled amicably, arise regarding the meaning and/or interpretation of the provision of this Contract or relating to the rights and obligations of any of the Parties, or their successors in title, such dispute or difference shall

be submitted to and determined by arbitration as set forth in Section 8 of the Standard Conditions for Consultancy Services, Appendix B.

ARTICLE 11 ENTRY INTO FORCE AND TERMINATION

This Contract shall enter into force upon signature by both Parties/or Date and shall remain in full force until the Services have been performed and all obligations of the Parties have been fulfilled.

Stockholm, 29 June 2020

For and on behalf of the Global Water Partnership Organisation

.....
Monika Weber-Fahr
Executive Secretary, Global Water Partnership Organisation

Date and place.....

For and on behalf of The Consultant

.....
Name
Title, the Consultant

- Appendix A Specification of Requirements (Terms of Reference)
- Appendix B Standard Conditions for Consulting Services, dated 25 June, 2014

Global Water Partnership Organisation

Standard Conditions for Consulting Services

Issue of June 25, 2014

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DEFINITIONS

AUTHORISED REPRESENTATIVES	means the Person(s) authorised in the Contract to represent their party
BUDGET	means the detailed cost estimate for the Services
CEILING AMOUNT	means the maximum amount that GWPO will pay the Consultant under the Contract. Separate Ceiling Amounts may be agreed for fees and for reimbursable costs.
CONSULTANT	means the party entering into the Contract with GWPO
CONTRACT	means the Contract, including the Appendices referred to therein, signed between GWPO and the Consultant.
HOME COUNTRY	means the country where the Consultant is incorporated or a legal resident
PARTY	means GWPO or the Consultant
PERSONNEL	means any person employed by the Consultant for the purpose of carrying out the Services and such other personnel as may be assigned to or otherwise work for the Consultant in any way related to the Services including sub-contractors' personnel. It shall, on the other hand, exclude any personnel provided by GWPO
SERVICES	means all activities described in the Terms of Reference that the Consultant undertakes to perform in the Contract
WEEK	means seven days

SECTION 1 SERVICES

1.1 PERFORMANCE OF THE SERVICES

The Consultant shall exercise all reasonable skill, care and diligence in the performance of the Services and shall carry out all the Consultant's responsibilities in accordance with recognized professional standards.

In carrying out the Services, the Consultant shall follow the Terms of Reference and, if any uncertainty should arise, subsequent further clarification of the Terms of Reference given by GWPO.

The Consultant shall, at all times, act to protect the interests of GWPO and shall take all reasonable steps to keep all costs to a minimum, consistent with sound professional practice.

The Services shall be carried out by the Personnel specified in the Contract and for the respective periods of time indicated therein. Professional back-up services, consultations and supervision shall be provided by the home office or other normal duty stations of the Consultant, whenever such services are necessary.

The Consultant shall under no circumstances act as the representative of GWPO or give the impression that the Consultant has been given such authority.

The Personnel shall have the professional as well as language skills necessary to perform the Services satisfactorily.

1.2 INFORMATION

Each Party shall promptly inform the other Party, in writing, of any event or situation which may necessitate an agreement between the Parties on a modification of the scope, character or execution of the Services, of the Budget or Time Schedule, or of other aspects of the Contract. Any such modification shall be agreed upon between the Parties prior to execution.

The Consultant shall furnish GWPO with such information concerning the Services as GWPO may from time to time reasonably request.

1.3 SUB-CONSULTANTS

The Consultant may not, except with the prior approval of GWPO, assign or transfer the Contract or any part of the Services. Nor may he engage any sub-consultant to perform any part of the Services.

GWPO's approval of the assignment or transfer of any part of the Contract, or of the engagement of any sub-consultant, to perform any part of the Services, shall not relieve the Consultant of any of the Consultant's obligations under the Contract.

1.4 DELIVERABLES AND REPORTING

The Consultant shall deliver the outputs and reports as specified in the Terms of Reference. If, in GWPO's opinion, the outputs or reports do not correspond to the Consultant's undertaking, GWPO shall, within two months, give its reasons for this opinion. The Consultant shall either contest GWPO's opinion within two weeks or without delay present a revised report that meets the requirements of the Contract or agree with GWPO in writing on how to rectify the shortcomings.

SECTION 2 LIABILITY AND INSURANCE

2.1 SCOPE OF LIABILITY

The Consultant shall be responsible for any damage caused to GWPO as a result of any act or omission relating to the Services which is attributable to him as a result of his negligence or errors.

Approval of parts of the work performed shall not prevent GWPO from claiming damages, unless the approval explicitly says so.

GWPO shall make indemnification claims within six months of the time when the damage is discovered by GWPO and in no case later than three years after the expiry of the Contract. These time limits do not, however, apply when the Consultant is guilty of having caused the damage through gross negligence.

The Consultant retains full responsibility for any third party liability that might arise due to the Consultant's or the Personnel's activities, acts, or omissions.

2.2 INSURANCE

Unless otherwise agreed between the Parties, the Consultant shall, during the contractual liability period, maintain insurance which covers the Consultant's liabilities towards GWPO.

The Consultant shall take out and maintain adequate insurance against loss of or damage to property purchased in whole or in part with funds provided under the Contract, or produced by the Consultant, including papers and documents necessary for the Services, until such property or documents have been delivered in accordance with GWPO's instructions.

The Consultant shall take out and maintain full insurance against claims by third party resulting from acts performed by the Consultant, or the Consultant's Personnel, carrying out the Services.

The Consultant shall have the responsibility to take out and maintain insurance on life, health, accident, property, travel or other which may be necessary for the Personnel.

SECTION 3 - STAFFING

3.1 SELECTION OF PERSONNEL

The Consultant is responsible for the recruitment of his Personnel.

GWPO may request that all personnel shall be approved by GWPO before being assigned to the Services. To enable GWPO to judge whether the candidates meet the requirements, the Consultant shall provide GWPO with relevant documents. If GWPO so requests the Consultant shall arrange for GWPO to have the opportunity to interview the candidates. The Consultant shall take the initiative of presenting documentation for approval of key personnel. GWPO will not pay any extra costs for recruiting another candidate if the candidate first proposed by the Consultant is not approved by GWPO.

3.2 REPLACEMENT OF PERSONNEL

The Consultant shall withdraw all Personnel found unable to carry out assigned responsibilities, negligent in performing their duties, or guilty of misconduct.

No other replacement of Personnel shall be made by the Consultant, unless reasons for doing so are beyond the control of the Consultant. In such cases, the Consultant shall obtain GWPO's approval prior to making the replacement.

Replacements shall be persons possessing the qualifications originally agreed for the post. Any resultant changes in the fee rates or the reimbursable costs, shall be subject to prior approval by GWPO.

Costs for recall and replacement shall be borne by the Consultant.

3.3 PERIODS OF SERVICE

The Services shall be carried out by the Personnel specified in the Contract and for the respective periods of time indicated therein.

The Consultant may make such minor adjustments of the periods of service indicated in the Contract as may be appropriate in order to ensure an efficient performance of the Services. The aggregate of such adjustments may not cause the fees to be paid to the Consultant to exceed the Ceiling Amount payable under the Contract. All other adjustments of the periods of service shall be agreed between the Parties.

3.4 PROHIBITION OF CONFLICTING ACTIVITIES

Personnel assigned to the Services shall not, unless otherwise agreed between the Authorised Representatives, engage, directly or indirectly, in any other work, business or professional activities than the performance of their duties and assignments under the Contract.

3.5 TEAM LEADER

The Consultant shall ensure that at all times during the performance of the Services a member of the Personnel shall be appointed Team Leader. The selection shall be approved by GWPO.

SECTION 4 CALCULATION OF FEES

4.1 MODE OF CALCULATION

Fees shall be paid for time actually worked by the Consultant's Personnel directly engaged in performing the Services for the times specified in the Contract. The fee shall be calculated at a daily or hourly basis, as specified in the agreement, subject to the conditions herein.

For Services where the deliverables and required work are clearly assessable, the agreement may set out a fixed fee for the work performed.

The agreed fee rates include salary, social security charges, costs in respect of insurance, sickness, vacation pay, pension funds and similar payments as well as overhead charges including secretarial services and other administrative back-up services including

consultations and supervision provided by the home office staff, bank charges, and the Consultant's profit and risk.

Time worked by the management of the Consultant will not be reimbursed, unless specified in the Contract as part of the Services.

4.2 DAILY FEE

If a daily rate has been agreed, the daily rate applies to work performed in and outside the Consultant's Home Country and is calculated per day worked. The Consultant is not entitled to charge more than five times the daily fee during one week.

For work during less than a day the daily fee shall be prorated to the time actually worked, based on an 8 hour workday.

Work entitles the Consultant to the agreed daily fee only, irrespective of whether the work has been performed during or outside normal office hours. No additional payment for extra hours will be paid.

4.3 HOURLY FEE

If an hourly rate has been agreed the fees for work performed in the Consultant's Home Country shall be calculated on an hourly basis. Work in the Consultant's Home Country entitles the Consultant to the agreed hourly fee only, irrespective of whether the work has been performed during or outside normal office hours.

For work performed outside the Consultant's Home Country, the fees shall be calculated per day or per week. The daily fee shall correspond to eight times the hourly fee. The weekly fee shall correspond to five times the daily fee. The weekly fee shall correspond to five times the daily fee. For work during a period shorter than a week, the daily fee shall be charged. In no event shall the Consultant be entitled to charge more than five times the daily fee during one week. No additional payment for extra hours will be paid.

4.4 FIXED FEE

If a fixed fee has been set out in the agreement work entitles the Expert to the agreed fixed fee only, irrespective of whether the work has been performed during or outside normal office hours. No additional payment for extra hours will be paid.

4.3 FEES DURING TRAVEL TIME

When travel takes place for the purpose of the Services, intercontinental travel entitles the Consultant to one daily fee in each direction if a daily or hourly fee has been agreed. In addition, a full day's fee may be charged even if work has been performed only during a part of the day of arrival or departure. If a fixed fee has been agreed, time spent on intercontinental travel shall be included in the time remunerated by the fixed fee.

Time spent on travel within a country abroad for the purpose of performing the Services shall be included in the time remunerated by the daily or weekly fee.

Fees for travel time shall be considered as included in the Ceiling Amount for fees.

4.4 SURPASSING OF CEILING AMOUNTS

The Consultant shall promptly inform GWPO in writing if the Consultant foresees that the Services cannot be completed within the Ceiling Amounts. Such information shall contain a detailed budget follow-up and an account for work performed as well as thorough

analyses of additional activities needed to complete the Services. Furthermore, the Consultant shall clearly indicate the financial and other consequences if no additional funds for the Services can be made available and propose appropriate action.

The Parties shall promptly discuss the situation and agree upon action to be taken with regard to the programme/project activities and the Services.

Such agreement shall contain a new Ceiling Amount, if agreed. If no such agreement has been reached, GWPO is not obliged to pay the Consultant more than the agreed Ceiling Amount. GWPO retains the right to claim damages or fulfilment of the Consultant's undertaking according to the Contract with no extra cost to GWPO if the Consultant is in breach of section 1.1, 1.2 or 2.1 hereof. The Consultant may choose to fulfil his undertaking without any payment above the Ceiling Amounts. Otherwise the Services shall be wound up with no extra cost to GWPO.

SECTION 5 REIMBURSABLE COSTS

Unless otherwise specified in the Contract this section shall apply.

5.1 DAILY ALLOWANCES AND ACCOMMODATION

Daily allowances and accommodation for time spent abroad for the purpose of the Services shall be reimbursed in accordance with GWPO Travel Policy and Travel Regulations. The amounts are revised annually, and can be obtained from GWPO.

5.2 SERVICE TRAVEL

GWPO shall reimburse costs for service travel to and from the country where the Services are to be performed by the Personnel. Such travel shall be made by the most appropriate means of transport and the most direct, practicable route. In the case of air travel the least expensive IATA fare applicable in the circumstances shall apply. GWPO will not reimburse extra costs due to travelling first or business class or the equivalent. These provisions shall also apply to other service travel.

Costs for airport-taxes and visas will be reimbursed as well as costs for minor excess luggage for project equipment and materials.

Costs for passports, inoculation etc will not be reimbursed.

5.3 LOCAL TRAVEL

The costs for local travel for the purpose of the Services shall be reimbursed, if not otherwise provided for.

5.4 COMMUNICATIONS AND POSTAGE

The costs for international communications and postage are reimbursed, unless provided free of charge to the Consultant. A fixed amount may be agreed between the Parties.

5.5 OTHER COSTS

In the event that GWPO requests the Consultant to provide reports in more than five copies, the additional cost for producing such copies shall be borne by GWPO.

Costs which are not explicitly reimbursable shall be covered by the fee.

5.6 VALUATION OF COSTS

Actual costs of expenses specified as reimbursable and incurred by the Consultant will be reimbursed.

SECTION 6 INVOICING AND PAYMENT

6.1 INVOICING

The invoices for the Services shall be sent to the place and to the “attention” specified in the Contract and refer to the number of the Contract.

Invoices shall distinguish between fees and reimbursable costs.

All amounts debited shall refer to applicable budget items and be clearly described.

The costs shall be expressed in the currency of the original expenditure as well as in the equivalent amount in Euro.

The invoice shall contain the following information:

- name of the Bank to which GWPO shall make the payment,
- the address
- the account number,
- the account holder,
- fedwire/branch//sort code,
- IBAN number
- the SWIFT-code, and
- the currency of the account.

The Consultant shall follow GWPO’s instructions to separate costs for different sub-projects and any other instructions from GWPO regarding the presentation of items in the invoice.

Copies of vouchers regarding reimbursable costs shall be provided upon request by GWPO.

Invoices shall only cover costs incurred and fees for work performed. The invoice shall contain information about Swedish tax status and VAT number (when applicable)

6.2 VALUATION OF CURRENCIES

Whenever it is necessary for the purpose of this Contract to determine the value of any other currency in terms of Euro, such value shall be calculated on the basis of www.oanda.com interbank rate on the date of the transaction.

6.3 CURRENCY OF PAYMENT

Payments under the Contract shall be made in Euro, unless otherwise agreed in the Contract.

6.4 PAYMENT

Payments will be made to the bank account specified by the Consultant in the invoice. Payments shall clearly indicate the date and number of the invoices to which such payments refer.

GWPO may withhold payment of the last invoice or ten per cent of the total fees under the Contract until GWPO has approved the satisfactory execution of the Services. GWPO shall, within two months, approve the satisfactory execution of the Services or give its reasons for withholding such approval.

GWPO is entitled to corrections of errors discovered by inspection of the Consultant's books and records irrespective of the time elapsed since the invoice was presented to GWPO.

If the Consultant has received payment and the Consultant according to the above shall repay or credit part or all of the amounts, GWPO is entitled to demand interest on such amount.

SECTION 7 GENERAL PROVISIONS

7.1 SECRECY

The Consultant shall ensure that his Personnel, sub-consultants and their personnel respect the restrictions laid down by GWPO regarding secret and confidential information.

7.2 RECORDS

The Consultant shall keep and file accurate and systematic records and accounts per project/contract in respect of the Services in such form and detail as is customary and as shall be sufficient to establish that the reimbursable costs charged for the Services and costs for procurement for the project have been duly incurred. Time spent by the Personnel on the Services shall be recorded.

The Consultant shall permit the duly authorised representative of GWPO to inspect the Consultant's records and accounts relating to the Services from time to time.

7.3 OWNERSHIP OF WORK/COPYRIGHT

Design documents, specifications, reports and all relevant data such as maps, diagrams, plans, statistics and supporting records and materials compiled or prepared in the course of the Services shall be the property of GWPO with the right to transfer the Copyright, unless otherwise decided by GWPO. Such documentation shall be sorted and indexed by the Consultant prior to delivery to GWPO. The Consultant may retain a copy thereof, provided, however, that such copy shall not be used by the Consultant for purposes unrelated to the Contract without the approval of GWPO.

Before termination of this Contract the Parties shall agree upon the final destination of documents and data according to this sub-section.

Two copies of any training materials, manuals, curricula and other materials compiled or prepared for training purposes in the course of the Services shall always be sent to GWPO in Stockholm. GWPO shall be entitled to use such material as it may decide for any purpose related to its operations.

This licence for GWPO to use the material includes the right to reproduce, publish or sell such material designated as copyrighted. In cases where the copyright of material referred to in this sub-section rests elsewhere than with the Consultant, the Consultant

shall be responsible for securing the approval of the holder of the copyright for the transfer of this right to GWPO. The Consultant shall hold GWPO harmless against any claims for infringement of copyright.

In cases where material and documents referred to in this sub-section are computerized, the stipulations stated above shall apply to computer disks.

GWPO shall have the right to use source programmes and documentation on database design and programmes structure if the Consultant is entitled to transfer such right. In all cases the Consultant shall transfer to GWPO as much copyright and licence as he is in a legal position to transfer. At an early stage of the performance of the Services he shall discuss such copyright matters with GWPO.

7.4 APPROVALS, NOTICES OR REQUESTS

Approvals and agreements including amendments under the Contract shall be immediately confirmed in writing.

Any notice or request required or permitted to be given or made under the Contract shall be in writing in the language stipulated for the Contract. Such notice or request shall be deemed to be duly given or made when it has been delivered by hand, mail or cable to the Party to which it is required to be given or made at such Party's address as specified in the Contract, or at any other address as either Party may specify in writing.

7.5 EVALUATION

GWPO carries out evaluations of project performance including the performance of Services by Consultants. The Consultant undertakes to co-operate with GWPO for such evaluations during and after the execution of the Services.

SECTION 8 TERMINATION OF THE CONTRACT

8.1 TERMINATION BY GWPO

- a) If a default in the performance of the Services or in any other undertaking by the Consultant under the Contract occurs, GWPO may, by written notice to the Consultant, terminate the Contract with immediate effect.
- b) If GWPO, for overriding considerations outside the contractual relationship between the Parties, finds it necessary to terminate the Contract in whole or in part, GWPO may do so with immediate effect.
- c) In any event, GWPO may terminate the Contract, in whole or in part, within thirty days by giving written notice to the Consultant.

8.2 TERMINATION BY THE CONSULTANT

The Consultant may terminate the Contract by giving written notice to GWPO:

- a) If payment has not been made within thirty days of the due date and no correction has been made within thirty days of the Consultant's written notice to this effect;
- b) In the event that (i) circumstances arise which prevent the Consultant from carrying out the Consultant's duties, (ii) the Consultant has made every effort to

surmount such circumstances, (iii) a meeting with GWPO has been held in order to find a solution for surmounting such circumstances, and (iv) not less than thirty days have elapsed following such a meeting.

The Consultant's notice of termination shall specify the date of termination, which shall be not less than thirty days from the date of serving such notice.

8.3 WINDING-UP THE SERVICES

- a) Upon termination of the Contract under sub-section 8.1., the Consultant shall take immediate steps to terminate the Services in a prompt and orderly manner, and to reduce losses and to keep further costs to a minimum.
- b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to reimbursement in full for fees and reimbursable costs as shall have been duly incurred prior to the date of the termination of the Services.
- c) Claims for remuneration according to b) above shall be presented to GWPO not later than three months after the expiry of the Contract, or as otherwise agreed before that date.

SECTION 9 SETTLEMENT OF DISPUTES

Should any dispute of difference, which cannot be settled amicably, arise regarding the meaning and/or interpretation of the provision of the Contract or relating to the rights and obligations of any of the Parties, or their successors in title, such dispute or difference shall be submitted to and determined by arbitration in the following manner:

- a) The arbitration shall be held in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce;
- b) The arbitration shall be conducted by one arbitrator which, failing agreement between the Parties on the nomination of the arbitrator shall be appointed by the Stockholm Chamber of Commerce;
- c) The decision of the arbitrator shall be final and binding on the Parties;
- d) The arbitration shall be held in Stockholm, Sweden in the English language.

Each Party hereby warrants that there exists no provision in law according to which the above arbitration clause would not be binding on such Party.