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Ministerio
del Ambiente



Centro Coordinador Convenio Basilea
Centro Regional Convenio de Estocolmo
Para América Latina y el Caribe

URUGUAY



MEMORANDO DE ENTENDIMIENTO

PARA EL DESARROLLO DEL PROYECTO: 'FORTALECIMIENTO DE INICIATIVAS NACIONALES Y MEJORAMIENTO DE LA COOPERACIÓN REGIONAL PARA EL MANEJO AMBIENTALMENTE ADECUADO DE COP EN RESIDUOS DE APARATOS ELÉCTRICOS Y ELECTRÓNICOS (RAEE) EN PAÍSES LATINOAMERICANOS'

Entre:

El Centro Coordinador del Convenio de Basilea, Centro Regional del Convenio de Estocolmo, para América Latina y Caribe (BCCC-SCRC), hospedado por el Laboratorio Tecnológico del Uruguay (LATU).

y

El Ministerio del Ambiente (MINAM) de la República del Perú

El presente Memorando de Entendimiento para el desarrollo del Proyecto 'Fortalecimiento de iniciativas nacionales y mejoramiento de la Cooperación Regional para el manejo ambientalmente adecuado de COP en residuos de aparatos eléctricos y electrónicos (RAEE) en países latinoamericanos' (en adelante, el Memorando de Entendimiento); se celebra entre:

El Centro Coordinador del Convenio de Basilea, Centro Regional del Convenio de Estocolmo, para América Latina y Caribe (BCCC-SCRC), debidamente representado por Gabriela Medina; hospedado por el Laboratorio Tecnológico del Uruguay (LATU), representado por Jorge Silveira; con domicilio en Av. Italia 6201, Montevideo, República Oriental del Uruguay; y,

El Ministerio del Ambiente (MINAM) de la República del Perú, debidamente representado por la Ministra del Ambiente, señora Fabiola Muñoz Dodero, con domicilio en Av. Miroquesada 425, Magdalena del Mar, Lima, Perú.

En adelante, denominados conjuntamente como "las Partes".

I. ANTECEDENTES

- 1.1. La Organización de las Naciones Unidas para el Desarrollo Industrial (ONUDI) es el organismo especializado de las Naciones Unidas que promueve el desarrollo industrial para la reducción de la pobreza, la globalización incluyente y la sostenibilidad ambiental. Como una de las principales agencias de implementación del Fondo para el Medio Ambiente Mundial (GEF, por sus siglas en inglés) del Convenio de Estocolmo sobre Contaminantes Orgánicos Persistentes (COP), la ONUDI, en representación de 13 países de América Latina, gestionó y coordinó con dicho Fondo el proceso de formulación, diseño y aprobación del proyecto *"Fortalecimiento de iniciativas nacionales y mejoramiento de la cooperación regional para el manejo ambientalmente adecuado de COP en residuos de aparatos eléctricos y electrónicos (RAEE) en países latinoamericanos"* (GEF 5554) (en adelante, el Proyecto). En ese sentido, la ONUDI actúa como Agencia Implementadora (IA) del GEF.
- 1.2. Mediante Carta N° 019-2018MINAM/SG/OGPP-OCAI del 7 de setiembre de 2018, la Oficina de Cooperación y Asuntos Internacionales (OCAI) comunicó a la ONUDI la designación del "BCCC-SCRC" como administrador de los fondos del Proyecto, asignados al Perú (USD 555 156.00), para



que actúe como organismo ejecutor del mismo. En ese sentido, en diciembre de 2018, la ONUDI y el BCCC-SCRC/LATU (contratista) celebraron el Contrato N° 3000066912, que tiene como objeto ejecutar los fondos del Proyecto asociados al país.

- 1.3. El objetivo del Proyecto es fortalecer las iniciativas nacionales y mejorar la cooperación regional para el manejo ambientalmente adecuado de los COP en los RAEE en los países de América Latina, el cual incluye los siguientes componentes: 1) Fortalecimiento de las iniciativas nacionales de gestión de RAEE, 2) Fortalecimiento de las capacidades nacionales en instalaciones/infraestructura de desmantelamiento y reciclaje de RAEE, 3) Mejoramiento de la cooperación regional para la gestión de RAEE; y, 4) Seguimiento y evaluación.
- 1.4. De esta manera, el Proyecto se encuentra alineado al Objetivo Estratégico Sectorial (OES) 1 del Plan Estratégico Sectorial Multianual (PESEM): "Mejorar las condiciones del estado del ambiente en favor de la salud de las personas y los ecosistemas; además de estar enmarcado en el Objetivo Estratégico Institucional (OEI) 6: Fortalecer la gestión integral de los residuos sólidos municipales y no municipales de los distritos con énfasis en la valorización de los mismos. Desde su gestación, por tratarse de Contaminantes Orgánicos Persistentes (COP), este ha sido conducido por la Dirección General de Calidad Ambiental (DGCA); la cual ha coordinado con la Dirección General de Gestión de Residuos Sólidos (DGRS) en lo que respecta a los RAEE.
- 1.5. Los componentes del Proyecto están relacionados con los siguientes resultados: Componente 1, incluye los resultados 1.1- Se redactan o revisan políticas nacionales referidas a los RAEE; 1.2- Existe capacidad nacional para la gestión de los RAEE; y, 1.3- La sociedad nacional está informada y al tanto de los problemas de los RAEE. Componente 2, incluye el resultado 2.1- Las instalaciones o infraestructuras de valorización de RAEE funcionan de manera eficiente y sostenible en los países participantes.

Asimismo, con los siguientes productos, entre otros establecidos en el Contrato N° 3000066912:

- Las políticas y regulaciones nacionales en el marco de los RAEE están redactadas o revisadas.
- Se establecen estrategias nacionales para la gestión de los RAEE.
- Se desarrollan y prueban directrices para las actividades de gestión de los RAEE.
- Se define una estrategia financiera nacional dentro de las políticas y regulaciones enmarcadas en los RAEE.
- Funcionarios y personal capacitados para la gestión de RAEE.
- Las universidades seleccionadas incluyen la gestión de RAEE en sus planes de estudio y programas de investigación.
- Los sistemas nacionales para la gestión del conocimiento y de la información están establecidos y preparados para el intercambio regional.
- Los medios de comunicación y los periodistas reciben capacitación sobre temas relacionados con los RAEE y se les informa sobre el progreso de las iniciativas nacionales y regionales.
- Se desarrollan campañas de sensibilización y/o eventos adaptados para abordar las necesidades de grupos específicos (por ejemplo niños, mujeres) y la sociedad en general.
- Se realizan evaluaciones a profundidad de las instalaciones y la infraestructura preseleccionada, para determinar las instalaciones que se actualizarán/ampliarán.
- Las instalaciones seleccionadas se amplían para cumplir con los Convenio Estocolmo, Convenio Basilea, y otros criterios relevantes.



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- Gestión ambientalmente adecuada y disposición final de plásticos bromados utilizando mejoras técnicas disponibles (MTD) y mejoras prácticas ambientales (MPA).
- Se desarrolla modelos de negocio adecuados para garantizar la sostenibilidad a largo plazo de las instalaciones de valorización de los RAEE.

II. OBJETO

El presente Memorando de Entendimiento establece los términos y condiciones de la cooperación entre las Partes para la ejecución de las actividades del Proyecto 'Fortalecimiento de iniciativas nacionales y mejoramiento de la cooperación regional para el manejo ambientalmente adecuado de COP en residuos de aparatos eléctricos y electrónicos (RAEE) en países latinoamericanos'.

III. VIGENCIA

Este Memorando entrará en vigor una vez firmado por las Partes, siendo efectivo a partir de la fecha de la última firma, y permanecerá vigente hasta el 30 de diciembre de 2023; a menos que se resuelva con anterioridad, o pueda ser ampliada su vigencia por solicitud escrita de una de las Partes mediante la suscripción de la Adenda correspondiente, previa evaluación de los logros obtenidos, para lo cual se cumplirán las mismas formalidades a que se sujeta el presente documento.

IV. OBLIGACIONES DEL BCCC-SCRC/LATU

Las siguientes obligaciones de BCCC-SCRC/LATU, como agencia ejecutora del proyecto, derivan de lo establecido en la Parte II, Justificación del Proyecto, del documento "Solicitud de Aprobación" (Request for CEO Endorsement) del CEO del GEF, párrafos 247 al 262¹:

- 4.1. Gestionar los fondos del Proyecto como Agencia Ejecutora y realizar la supervisión, seguimiento, evaluación y ejecución de las actividades del Proyecto.
- 4.2. Elaborar y suscribir contratos con los consultores y/o proveedores, según los términos de referencia (TdR) aprobados, previa coordinación con el MINAM.
- 4.3. Realizar el pago a los consultores y/o proveedores contratados para la realización de actividades y productos del Proyecto, previa conformidad del MINAM.
- 4.4. Realizar los informes financieros de medio término y término del Proyecto, así como de otros reportes financieros solicitados por el MINAM y la ONUDI.
- 4.5. Elaborar el reporte de gastos, que incluye los gastos incurridos en cada actividad, y remitirlos al MINAM y a ONUDI.

V. OBLIGACIONES DEL MINISTERIO DEL AMBIENTE

- 5.1. Apoyar en los procesos de selección de los diferentes consultores y demás servicios requeridos para el cumplimiento de los objetivos del Proyecto.

¹ Documento disponible en el siguiente enlace:

https://www.thegef.org/sites/default/files/project_documents/ID5554__Council_Letter.pdf



- 5.2. Aprobar los TdR de los procesos de selección de los consultores que el Proyecto requerirá para la ejecución de sus actividades.
- 5.3. Supervisar y dar conformidad a las actividades del coordinador del Proyecto, establecidas en los TdR y en su contrato.
- 5.4. Supervisar y dar conformidad a los servicios requeridos para el cumplimiento de los objetivos del Proyecto, a través del coordinador.
- 5.5. Apoyar en la coordinación interinstitucional que corresponda para la ejecución de las actividades del Proyecto.
- 5.6. Asegurar el correcto desarrollo y el cumplimiento de las actividades previstas en el plan de trabajo del Proyecto que figura en el Anexo 3.
- 5.7. Brindar un espacio en la DGRS, así como una estación de trabajo y útiles de escritorio para el personal contratado (coordinador técnico) para la ejecución de las actividades del Proyecto.
- 5.8. Velar porque las decisiones en los procesos de selección de consultores para el Proyecto estén libres de discriminación de cualquier índole.
- 5.9. Realizar un informe final al concluir el Proyecto de las actividades realizadas, lecciones aprendidas y las necesidades futuras.

VI. INTERPRETACIÓN

Todos los apéndices adjuntos a este Memorando se interpretarán como una parte integrante del mismo.

VII. COOPERACIÓN

- 7.1. Las Partes se comprometen a cooperar entre sí en todo momento y mantener estrechas relaciones de trabajo con el fin de lograr los objetivos y resultados del Proyecto.
- 7.2. Las Partes cumplirán sus respectivas obligaciones con arreglo a las disposiciones del presente Memorando, debiendo a su vez el BCCC-SCRC/LATU honrar los compromisos establecidos en el Contrato N° 3000066912 (Ver Anexo 1).
- 7.3. Las Partes determinarán y comunicarán las personas designadas como autoridades y responsables en la implementación, seguimiento y evaluación del Proyecto.
- 7.4. Los detalles del contacto para la correspondencia sobre asuntos sustantivos y técnicos, así como administrativos y financieros figuran en el Anexo 2. Cualquier cambio en estos datos de contacto serán comunicados, por escrito, en el momento oportuno.

VIII. FINANCIAMIENTO

El presupuesto establecido para el desarrollo del Proyecto en la República de Perú es de USD 555 156.00 (Quinientos cincuenta y cinco mil ciento cincuenta y seis dólares americanos), de los cuales USD 16 156.00 (Dieciséis mil ciento cincuenta y seis dólares americanos) serán destinados



a comisión de BCCC-SCRC/LATU como Agencia Ejecutora, con cargo al Proyecto. En ese sentido, el monto disponible para la ejecución del proyecto que el BCCC-SCRC/LATU administrará para el país, asciende a un total de USD 539.000.00 (Quinientos treinta y nueve mil dólares americanos).

IX. RESOLUCIÓN DE CONTROVERSIAS

Cualquier discrepancia y/o controversia derivada de la interpretación, implementación o ejecución del presente Memorando de Entendimiento será resuelta mediante consultas entre las Partes.

X. TERMINACIÓN

El presente Memorando de Entendimiento podrá ser resuelto por cualquiera de las Partes antes del término de la fecha de vigencia establecida, mediante notificación por escrito a la otra parte, con una anticipación de noventa (90) días calendario. El término de este instrumento no afectará la culminación de las actividades de cooperación en curso, en virtud del mismo, salvo que las Partes convengan lo contrario.

Firmado por BCCC-SCRC :	Firmado por el MINISTERIO DEL AMBIENTE
 Gabriela Medina Director Fecha: 15/01/2020	 Fabiola Muñoz Dodero Ministra del Ambiente Fecha: 10 ENE. 2020
Firmado por LATU :	
 Jorge Silveira Gerente General Fecha: 15/01/2020	



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ANEXO 1

**Contract N° 3000066912 between The United Nations Industrial Development Organization (UNIDO)
and Laboratorio Tecnológico del Uruguay (LATU) – UNIDO Project N° 140297**

Contrato N° 3000066912 entre la Organización de las Naciones Unidas para el Desarrollo Industrial
(ONUDI) y el Laboratorio Tecnológico del Uruguay (LATU) - Proyecto ONUDI N° 140297



CONTRACT No. 3000066912

between

**THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
(UNIDO)**

and

**LABORATORIO TECNOLÓGICO DEL URUGUAY
(LATU)**

UNIDO Project No.: 140297

This Contract comprises this cover page, a table of contents, twelve (12) pages of text and four (4) Annexes (A through D).

UNIDO
CMO/OSS/PRO

UNIDO Contract No. 3000066912



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Contract No.: 3000066912
UNIDO Obligation No.: 3000066912;
3000066913; 3000066914; 3000066915
Project No.: 140297

CONTRACT

between

THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

and

LABORATORIO TECNOLÓGICO DEL URUGUAY

for the

**PROVISION OF SERVICES RELATED TO THE FULL-SIZED PROJECT
ENTITLED 'STRENGTHENING OF NATIONAL INITIATIVES AND ENHANCEMENT OF
REGIONAL COOPERATION FOR THE ENVIRONMENTALLY SOUND MANAGEMENT
OF POPs IN WASTE OF ELECTRONIC OR ELECTRICAL EQUIPMENT (WEEE) IN
LATIN AMERICAN COUNTRIES'**

This CONTRACT is entered into between the UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (hereinafter referred to as "UNIDO"), having its headquarters located at Wagramer Strasse 5, A-1220 Vienna, Austria, and the LABORATORIO TECNOLÓGICO DEL URUGUAY (hereinafter referred to as "the Contractor"), having its principal office located at Av. Italia 6201 CP 11500, Montevideo, the Eastern Republic of Uruguay. The Contractor shall execute the services through the BASEL CONVENTION COORDINATING CENTRE AND STOCKHOLM CONVENTION REGIONAL CENTRE IN URUGUAY (BCCC-SCRC) which is hosted by the Contractor.

WHEREAS, UNIDO has been designated by the COUNCIL OF THE GLOBAL ENVIRONMENT FACILITY as IMPLEMENTING AGENCY;

WHEREAS, UNIDO, in agreement with the SECRETARIAT OF THE GLOBAL ENVIRONMENT FACILITY (hereinafter referred to as "the GEF Secretariat") and the GOVERNMENT OF THE REPUBLIC OF PERU (hereinafter referred to as "the Government"), has agreed to provide assistance to the Government in carrying out the project entitled "STRENGTHENING OF NATIONAL INITIATIVES AND ENHANCEMENT OF REGIONAL COOPERATION FOR THE ENVIRONMENTALLY SOUND MANAGEMENT OF POPs IN WASTE OF ELECTRONIC OR ELECTRICAL EQUIPMENT (WEEE) IN LATIN AMERICAN COUNTRIES" (hereinafter referred to as "the Project") in the Latin American countries, including the REPUBLIC OF PERU (hereinafter referred to as "the Project Area");

WHEREAS GEF has made available to UNIDO funds for the purpose of implementing the Project;

WHEREAS, in this connection, UNIDO, acting in agreement with the Government desires to engage a contractor to provide the services and perform the work hereinafter set forth; and

WHEREAS, the Contractor represents that it is ready, willing and able to provide such services and perform such work;

NOW, THEREFORE, on the basis of mutual trust, confidence, and collaboration, UNIDO and the Contractor (each a "Party" and, collectively, the "Parties") hereby agree as follows:

1.00 AIM OF THE CONTRACT

1.01 Synopsis

The aim of this Contract is to execute project activities, including (a) Daily project operations, (b) Monitoring of project results, and (c) Facilitation of information gathering and submission for independent evaluations during the project period. Such national execution services relates to the following Project Components and related Outcomes:

- Project Component No. 1: 'Strengthening of national e-waste management initiatives', including Outcome 1.1 (National Policies are drafted or reviewed), Outcome 1.2 (National Capacity for e-waste management is in place) and Outcome 1.3 (National society is informed and aware of e-waste issues);
- Project Component No. 2: 'Strengthening of national capacities on e-waste dismantling and recycling facilities/infrastructure', including Outcome 2.1 (E-waste dismantling and recycling facilities or infrastructure are operating efficiently and sustainably in participating countries).

A detailed description of the services is provided in the attached Terms of Reference (Annex D).

2.00 GENERAL GUIDING PRINCIPLES

In implementing the Project the Parties shall be guided by the following general principles:

- a) UNIDO, as the GEF Implementing Agency, will be responsible for the overall supervision, monitoring, evaluation and implementation of the Project, in accordance with the Project Document, the Memorandum of Understanding between UNIDO and the GEF Secretariat, dated 25 August 2014 (as may be amended from time to time), including the GEF policies and procedures applicable to the use of GEF resources, and the Financial Procedures Agreement between UNIDO and the International Bank for Reconstruction and Development as Trustee of the GEF, dated 6 May 2010 (as amended);
- b) The Contractor shall be responsible for the execution and day-to-day management of the Project, or parts thereof;
- c) UNIDO and the Contractor shall work together in good faith for the achievement of the objectives of the Project, and they shall consult on all aspects of the implementation and execution of the Project as appropriate. In particular, the Parties shall consult each other on major amendments in the execution of the Project. Major amendments here refer to annex 10, Project Amendment, Drop, Suspension and Cancellation, of the Guidelines on the Project and Program Cycle Policy (GEF/C.52/Inf.06) dated 18 April 2017, as well as any addition or removal of major activities specified in the Project Document.

3.00 RESPONSIBILITIES OF THE CONTRACTOR

3.01 Statement of Work

Given the aim of this Contract, the Contractor shall render, on the terms and conditions set forth herein, all the services and facilities necessary to carry out the Contract and, in particular, the work as detailed in the UNIDO Terms of Reference dated 01 October 2018, a copy of which is attached hereto as Annex D. In carrying out the work hereunder, the Contractor shall conform to the methodology, approach and work plan set forth in the Proposal of 23 November 2018, submitted on UNIDO e-procurement portal and clarified by e-mail from 30 November 2018 to 20 December 2018 (collectively hereinafter referred to as



"the Proposal"), submitted in response to UNIDO Request for Offer No. 7000003237 of 08 November 2018. The Contractor's said Proposal, although not attached hereto, is made a part hereof by way of reference.

While the Annexes hereto (Annexes A - D) and the Contractor's Proposal shall form integral parts of the Contract, it is understood that in the event of a conflict between the provisions in the Terms of Reference, in the Contractor's Proposal and in the present Contract and its other Annexes, the provisions in the Contractor's Proposal shall be subject to those in the Terms of Reference or in the Contract and its other Annexes, and the provisions in the Terms of Reference shall be subject to those in the Contract and its other Annexes.

3.02 Contractor's Services

For the performance of its obligations under this Contract, the Contractor shall make available a sufficient number of work-months of personnel services. In connection with this Contract, a work-month of service in the Project Area and at the Home Office shall consist of five (5) working days per week and eight (8) working hours per day.

3.03 Contractor's Personnel

a) Name, Project Function and Duration of the Assignments of the Contractor's Personnel

The Contractor's personnel will be recruited upon commencement of the Contract; project functions and the duration of their assignments shall be defined in agreement with UNIDO.

For the successful achievement of the objectives of the Project, the Contractor shall ensure that project personnel (individual experts/consultants, local support personnel) recruited for the Project are qualified, knowledgeable, and technically competent and their salaries are in accordance with the salary scales established by UNIDO in consultation with the Contractor. Employment decisions in connection with or affecting delivery of substantive Project inputs, including personnel for the day-to-day administration of the Project, must be entirely free of discrimination based on race, religion, gender, disability, ethnicity, national origin, or other factors not directly related to the ability to perform essential elements of the work.

The recruitment of project personnel shall also take into consideration family relationships, as appropriate, as well as medical examinations. Employment shall not be granted to individuals who bear any of the following relationship to the project personnel employed for the Project regardless of the category: father, mother, son, daughter, brother or sister. The spouse of a consultant may be granted an employment provided that he/she is fully qualified for the position and is not given any preference by virtue of the relationship to the other consultants employed for the Project. In such cases, the person shall not be assigned to serve in a position that is subordinate or supervisory in the line of authority to the consultant(s) to whom he/she is related. Furthermore, the consultant shall disqualify himself/herself from participating in the selection process and from issuing, signing or reviewing the employment contract involving the persons who bear the relationship referred to hereinabove.

For recruitment and administration, the Contractor shall comply with the ethical provisions specified in Annex B. In this regard the Contractor shall recruit project personnel based on written job description/Terms of Reference resulting in letter(s) of appointment which shall contain, expressly or by reference, the terms and conditions of employment, type of appointment, and effective date of appointment.

If required and agreed upon by UNIDO, UNIDO may assist the Contractor in carrying out recruitment by rendering advice on job requirements, potential candidates, model contract documents and appointment letters.

Notwithstanding the above, UNIDO shall, at any time, have the right to observe and request evidence of the recruitment process of the staff which is not yet named hereinbefore.

The staff and project personnel of the Contractor shall respect the impartiality and independence of UNIDO. They must refrain from any conduct that would adversely reflect on UNIDO or on the United Nations, and may not engage in any activity which is incompatible with the aims and objectives of UNIDO or the United Nations.

The staff and project personnel of the Contractor shall exercise the utmost discretion in all matters relating to their functions. Unless otherwise authorized by UNIDO, they may not communicate at any time to the media or to any institution, person, Government or other external authority any information that has not been made public, and which has become known to them by reason of their association with UNIDO or the Project. They may not use any such information without the written authorization of UNIDO, and such information may never be used for personal gain. These obligations shall continue after the end of their service with the Contractor.

b) **Replacement of the Contractor's Personnel**

The Contractor's personnel referred to in sub-paragraph a) hereinbefore are considered essential for the work to be performed under this Contract, accordingly:

- i) prior to replacing any of such personnel, the Contractor shall notify UNIDO reasonably in advance and shall submit detailed justifications together with the curriculum vitae of the proposed substitute(s) to permit evaluation by UNIDO of the impact which such replacement(s) would have on the work programme;
- ii) no personnel replacement shall be made by the Contractor without the prior written consent of UNIDO in accordance with Clause 4 of the UNIDO General Conditions of Contract (Annex A hereof).

3.04 **Commencement and Completion of the Contractor's Work**

The Contractor's Team shall be in the Project Area and commence performance at the earliest possible date and shall complete all work in the Project Area no later than sixty (60) calendar months thereafter.

3.05 **Responsibilities of the Contractor's appointed Team Leader**

The Contractor's appointed Team Leader shall be responsible for ensuring that the work in the Project Area and at the Home Office is performed in accordance with the terms of this Contract and for supervising, directing and coordinating the performance of the duties of the Contractor's personnel.

3.06 **Relationship between the Contractor's Personnel and the UNIDO Representative in the Project Area**

While in the Project Area in connection with the performance of the work hereunder, the Contractor's appointed Team Leader shall maintain a close working relationship and cooperate with the UNIDO Representative in the Project Area, and/or his/her designated representative(s), and shall keep him/them currently informed of the progress of the assignment and plans for the performance of the work. The UNIDO Representative and/or

his/her designated representative(s) shall have the right to observe at any time the progress of the work carried out under this Contract and to consult with the Contractor's Team Leader and the other specialists concerning their work performance.

3.07 Facilities and Services Provided by the Contractor

The Contractor shall provide all the facilities and services required by the Contractor's personnel for the execution of the Contract. Expenses of every kind incurred in connection with such execution shall be solely for the account of the Contractor. Such expenses shall include, but shall not be limited to, the cost of wages, housing, food, travel, medical attention and insurance.

3.08 Protests

If the Contractor considers any work demanded of him by the UNIDO Representative, and/or his/her designated representative(s) and/or by the Government or its cooperating Agency(ies) to be outside the requirements of this Contract, or considers any ruling of the UNIDO Representative, and/or his/her designated representative(s) and/or the Government or its cooperating Agency(ies) to be unfair, it shall immediately upon such work being demanded, or such ruling being made, request the Chief, Procurement Services Division, UNIDO, Vienna, for his/her written instructions or decisions.

3.09 Reports

All reports shall be submitted in electronic format compatible with MS Word and in PDF, to Mr. Alfredo CUEVA, Industrial Development Officer and Project Manager, A.Cueva@unido.org; with copy to: Ms. Alessandra BRAVIN, Associate Procurement Officer, A.Bravin@unido.org. The Contractor shall submit in English, the reports and documents which are listed below. Reports may be presented in Spanish as long as they are accompanied with an executive summary in English.

a) **Work-plan**

An adjusted Project Work-Plan, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex D hereof), shall be submitted upon signature of contract.

b) **Set of Reports No. 1**

A Set of Reports No. 1, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex D hereof), shall be submitted by end of month twelve (12) of Contract implementation.

c) **Set of Reports No. 2**

A Set of Reports No. 2, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex D hereof), shall be submitted by end of month twenty-four (24) of Contract implementation.

d) **Set of Reports No. 3**

A Set of Reports No. 3, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex D hereof), shall be submitted by end of month thirty-six (36) of Contract implementation.

e) **Set of Reports No. 4**

A Set of Reports No. 4, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex D hereof), shall be submitted by end of month forty-eight (48) of Contract implementation.

f) **Final Set of Reports**

A Final Set of Reports, as detailed in paragraphs 6 and 7 of the Terms of Reference (Annex D hereof), shall be submitted by end of month sixty (60) of Contract

implementation.

All reports shall include sufficient information for UNIDO to determine the extent of the work carried out by the personnel referred to in paragraph 3.03 a) hereinbefore. No invoice submitted for payment pursuant to the stipulations of paragraph 8.04 shall be paid by UNIDO unless the relevant interim report submitted by the Contractor and/or other information as may be available to UNIDO confirm that satisfactory progress has been achieved also in the performance of the work at the Contractor's Home Office.

3.10 Standards of Work

The Contractor shall exercise all reasonable skill, care and diligence in the performance of the work hereunder and shall carry out all its responsibilities in accordance with the highest recognized professional standards.

4.00 RESPONSIBILITIES OF UNIDO

4.01 Responsibilities of the UNIDO Representative

The UNIDO Representative in the Project Area shall:

- a) act as Liaison Officer between the Contractor's personnel and officials of the Government in all matters relating to this Contract;
- b) refer to UNIDO, attention Chief, CMO/OSS/PRO, such administrative matters relating to execution of this Contract as may be brought to his/her attention and which cannot be resolved in the Project Area.

5.00 FINANCIAL MANAGEMENT, AUDIT AND INVESTIGATION

The Contractor shall ensure that the Contract is carried out in accordance with the provisions of Section 5 of the Operational Guidelines (Annex B hereof).

6.00 PROCUREMENT OF GOODS AND/OR SERVICES UNDER THE CONTRACT

Procurement comprises all actions necessary for the acquisition, by purchase or lease, of property, including goods, products and real property, and/or by contracting for services, including works of all Budget Implementation Tasks under this Contract.

The following general principles must be given due consideration while carrying out procurement:

- i) Fairness, integrity and transparency in respect of every procurement transaction;
- ii) Best value for money; and
- iii) Effective competition (international and/or national).

Where necessary, UNIDO may manage, monitor and supervise some or all procurement activities under the Project. This includes but is not limited to assisting the Contractor in carrying out procurement activities by rendering advice on specifications requirements, potential invitee companies, model bidding and contract documents, technical and commercial evaluation of offers, selection of successful bidders and contract award and contract management.

Upon request and where possible, UNIDO shall assist the Contractor in clearing procured goods and equipment through customs in relevant beneficiary country/ies.

Procurement shall be undertaken only during the period of commencement and completion of the work specified in paragraph 3.04.

When procurement is carried out by the Contractor, the Contractor shall comply, to the extent possible, with UNIDO's procurement principles, taking into account the following:

- Procurement shall be undertaken in a competitive, non-discriminatory and transparent manner including receipt of responsive offers from several independent bidders;
- The Contractor, with the assistance and guidance of UNIDO, where necessary, shall establish clear and adequately detailed qualification requirements and criteria for evaluation of the bids prior to issuing the tender. The qualification requirements and evaluation criteria shall be made known to the bidders through inclusion in the bidding documents. Contracts shall be awarded to qualified bidders whose bid conforms to the requirements set forth in the bidding documents and offers the lowest cost;
- All potential bidders will be notified of the tender simultaneously and provided with the same information and instructions regarding the bidding requirements. The bidding documents shall contain detailed and comprehensive specifications of the goods/works/services to be procured as well as all other relevant terms and conditions of the procurement case;
- Adequate response time shall be provided to potential bidders;
- The Contractor shall ensure the safe receipt, custody and confidentiality of bids until the deadline for receipt of bids and shall ensure that all bids are opened at the same time under conditions guaranteeing confidentiality;
- Bids received shall be evaluated by individual evaluators or an evaluation panel possessing relevant expertise on the subject matter of the procurement case. The evaluators and chair/members of the evaluation panel shall be representatives of the Contractor. The evaluation will be based solely on the pre-established criteria specified in the bidding documents and a fully justified recommendation for the award of the procurement action shall be signed by all evaluators;
- The Contractor, following its internal administrative processes, will issue the contract to the recommended bidder and will be solely responsible for payment upon acceptance and receipt of the goods, works or services.

Notwithstanding the above, UNIDO shall, at any time, have the right to observe and request evidence of the procurement process such as, but not limited to:

- Purchase order/contract number and/or purchase reference number, supplier, description and type of goods/services, currency, etc. (as may be applicable depending on the type of acquisition document); date of purchase and delivery; copy of the purchase order/contract signed between the Contractor and the supplier/contractor.
- Type of competition applied.

The Contractor shall use the following text when referring to UNIDO in procurement documents:

"United Nations Industrial Development Organization ("UNIDO") undertakes to disburse funds from the Global Environment Facility to <insert full legal name of Contractor> (the "Contractor") in an amount up to <insert currency and amount> toward the cost of <insert name of Project>, and intends to apply a portion of these funds to eligible payments under this contract. Disbursements by UNIDO will be made only at the request of the Contractor and upon approval by UNIDO, and will be subject in all respects to the terms and conditions of the Contract concluded between UNIDO and the Contractor. The Contract prohibits any payment to persons or entities or for any import of goods, if such payment or import, to the

knowledge of UNIDO, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Contractor shall derive any rights from the Contract or have any claim to the funds to be disbursed under the Contract."

7.00 ASSET MANAGEMENT

Detailed information on all property, plant and equipment and special property items (hereinafter referred to as "Assets") procured under the Contract shall be communicated by the Contractor to UNIDO as part of the reporting requirements.

The Contractor shall be responsible for the proper safeguarding of all Assets procured under the Contract. The Contractor shall create Project specific records for all Assets procured under the Project, which have a unit value higher than six hundred Euro (€ 600.00).

The Contractor shall arrange for Assets to be suitably marked to indicate sponsorship or association with UNIDO and GEF.

All Assets shall be used solely for the execution of the Project, unless otherwise agreed between the Parties.

The Contractor shall maintain complete and accurate records of the Assets, and shall take annual physical inventories throughout the duration of the Project. A copy of such inventories shall be furnished to UNIDO as part of its reporting requirements. UNIDO shall have the right to verify these documents and to conduct verifications at the Project location.

8.00 CONTRACT PRICE AND TERMS OF PAYMENT

8.01 Contract Price

UNIDO shall, subject to the availability of funds from GEF, pay the Contractor for the full and proper performance of its obligations under this Contract, the sum of United States Dollars five hundred fifty-five thousand one hundred fifty-six and zero cents (USD 555,156.00) (hereinafter referred to as "the Contract Price").

The Contract Price shall, at all times, be subject to the terms of this Contract, and it shall be used exclusively for the execution of the Project activities in accordance with the Terms of Reference to finance expenditures that are necessary for carrying out the Project, directly attributable to the Project, and arising as a direct consequence of its execution ("Eligible Expenditures"). Eligible Expenditures shall be duly documented and satisfy the following requirements:

(a) The expenditure is for the reasonable cost of goods, works or services required for the Project and procured in accordance with the provisions of this Contract; direct or indirect taxes shall not constitute Eligible Expenditures.

(b) The expenditure is not prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

(c) The expenditure was incurred after the Effective Date of this Contract.

The Contractor shall exercise the same degree of care and diligence in the administration and use of resources from the Contract Price as it exercises in respect of its own resources.

Payment of this sum shall be made in the currency and in the pro-rated amounts hereinafter

set forth. This sum shall cover all expenses incurred by the Contractor including, but not limited to: salaries, travels, subsistence allowance, indemnities, social charges, overheads, technical assistance and supervision costs.

UNIDO's financial obligations in connection with this Contract shall be limited to the amount of the Contract Price. No further payment shall be made if the aggregate amount paid under the Contract exceeds the Contract Price. The Contractor shall bear the risk of any funding shortfall, and UNIDO shall not have any liability whatsoever to the Contractor or any third party in respect of expenditures or liabilities that exceed the Contract Price.

8.02 Contract Ceiling

The Contractor shall not do any work, provide any materials or equipment or perform any services which may result in any charges to UNIDO over and above the said sum of United States Dollars five hundred fifty-five thousand one hundred fifty-six and zero cents (USD 555,156.00) without the prior written consent of UNIDO and a formal amendment to this Contract.

8.03 Currency of Payments

The total Contract Price of United States Dollars five hundred fifty-five thousand one hundred fifty-six and zero cents (USD 555,156.00) shall be paid in this currency.

8.04 Progress Payments

Progress payments on account of the Contract Price set forth in paragraph 8.01 shall be made against the Contractor's invoices rendered as follows:

	Currency USD
a) upon UNIDO's receipt of the Contract duly countersigned and upon UNIDO's receipt and acceptance of the Contractor's Work-plan referred to in sub-paragraph 3.09 a), the sum of corresponding to fifteen per cent (15%) of the Contract price, which is equivalent to	83,273.40
b) upon UNIDO's receipt and acceptance of the Contractor's Set of Reports No. 1 referred to in sub-paragraph 3.09 b), the sum corresponding to twenty-five per cent (25%) of the Contract price, which is equivalent to	138,789.00
c) upon UNIDO's receipt and acceptance of the Contractor's Set of Reports No. 2 referred to in sub-paragraph 3.09 c), the sum corresponding to twenty-five per cent (25%) of the Contract price, which is equivalent to	138,789.00
d) upon UNIDO's receipt and acceptance of the Contractor's Set of Reports No. 3 referred to in sub-paragraph 3.09 d), the sum corresponding to fifteen per cent (15%) of the Contract price, which is equivalent to	83,273.40
e) upon UNIDO's receipt and acceptance of the Contractor's Set of Reports No. 4 referred to in sub-paragraph 3.09 e), the sum corresponding to ten per cent (10%) of the Contract price which is equivalent to	55,515.60

- f) upon UNIDO's receipt and acceptance of the Contractor's Final Set of Reports referred to in sub-paragraph 3.09 f), the sum corresponding to ten per cent (10%) of the Contract price, which is equivalent to 55,515.60

Grand Total: **555,156.00**

The making of any payment hereunder by UNIDO shall not be construed as an unconditional acceptance by UNIDO of the work accomplished by the Contractor up to the time of such payment.

8.05 Withholding of Payments

UNIDO may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect UNIDO from loss under this Contract on account of:

- a) the Contractor's failure to carry out the work or to make adequate progress on the work, except for failure arising out of *Force Majeure*;
- b) the Contractor's failure to remedy defective work and/or unsatisfactory performance, when such failure has been drawn to its attention by UNIDO;
- c) the Contractor's failure to submit on time the reports required hereunder;
- d) the Contractor's failure to make payments properly for material or labour in the Project Area;
- e) the existence of damage claims presented by UNIDO or of reasonable evidence indicating the probable basis on which damage claims may be presented by UNIDO; or
- f) breach by the Contractor of the Contract.

The withholding by UNIDO of any interim payment shall not affect the Contractor's obligation to continue performance under this Contract.

No interest shall accrue on payments eventually withheld by UNIDO in application of the stipulations of this paragraph.

8.06 Contractor's Invoices

Each payment shall be made by UNIDO on the basis of an invoice submitted by the Contractor. The Contractor shall submit by electronic mail to Procurement Services Division (Attn.: A. Bravin - A.Bravin@unido.org) UNIDO, A-1400, Vienna, Austria, its invoices in an electronic version (signed pdf - by e-mail) with an information copy to the Project Manager (CC. A. Cueva - A.Cueva@unido.org) reflecting Contractor's banking instructions identical to the ones indicated in Bank Information form (i.e. Name and address of Bank, Account No., Sort Code No., IBAN, SWIFT) for payment by electronic transfer.

8.07 Mode of Payment

All payments under this Contract shall (subject to receipt of the Contractor's invoices and original Bank Information form duly signed and stamped in original) be made by UNIDO by electronic bank transfer to the account of the Contractor.

9.00 GENERAL PROVISIONS

9.01 Entry into Effect of the Contract

This Contract shall be deemed to be effective from the date of its signature by both Parties.

9.02 General Conditions

The Parties hereto agree to be bound by the UNIDO General Conditions of Contract a copy of which is attached hereto as Annex A and made a part hereof.

9.03 Contract Amendment

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by the authorized representatives of the Contractor and UNIDO.

9.04 Transmission of Reports, Invoices and Notices

All reports, invoices and notices submitted or given hereunder shall be addressed to the Procurement Services Division/OSS/CMO (Attention: Attention: A. Bravin, Room D-2010), UNIDO, Wagramer Strasse 5, A-1400 Vienna, Austria.

9.05 Covenant against Contingent Fees

The Contractor warrants that:

- a) no person or selling agency has been employed or retained by him to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
- b) no official or servant or retired employee of UNIDO, the United Nations, the UNDP and the Participating and Executing Agencies of the UNDP or the Government and/or its co-operating Agency(ies), who is not a *bona fide* employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof.

For breach of these warranties, UNIDO shall have the right to deduct from the Contract price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

9.06 Anti-Corruption

The Contractor shall ensure that the Contract is carried out in accordance with the provisions of Section 6 of the Operational Guidelines (Annex B hereof).

9.07 Default by the Contractor

In case the Contractor fails to fulfil its obligations and responsibilities under this Contract, and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given UNIDO's express written notification of the nature of the failure(s), UNIDO may, at its sole option and without prejudice to its right to withhold payment(s) as hereinbefore provided, hold the Contractor in default under this Contract. When the Contractor is thus in default, UNIDO may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, UNIDO shall have the right to seek completion, at the Contractor's expense, of that part or those parts of the Contract with respect to which the Contractor is in default. The Contractor shall, in this case, be solely responsible for any reasonable costs of completion, including such costs which are incurred by UNIDO over and above the originally agreed Contract price stipulated hereinbefore.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**LABORATORIO TECNOLÓGICO
DEL URUGUAY**

By.....

(print name) **Dr. Jorge Silveira**
Gerente General

Av. Italia 6201 CP 11500
Montevideo
THE EASTERN REPUBLIC OF URUGUAY

Date: 27/11/2017

**UNITED NATIONS INDUSTRIAL
DEVELOPMENT ORGANIZATION**

By.....

M. Dethlefsen, Chief
Procurement Services Division
Department of Operational Support Services
Directorate of Corporate Management
and Operations
UNIDO
Wagramer Strasse 5
A 1400 Vienna
AUSTRIA

Date: 28.12.2017

On

UNIDO GENERAL TERMS AND CONDITIONS

1. Confidential Nature of Documents

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 UNIDO, shall be treated as confidential and shall be delivered only to UNIDO's authorized officials on completion of the work under this Contract; their contents shall not be made known by the Contractor, without the written consent of UNIDO, to any person other than the personnel of the Contractor performing services under this Contract. The obligations of this paragraph do not lapse upon satisfactory completion of the work under this Contract or termination of this Contract, including termination by UNIDO.

2. Independent Contractor

The Contractor shall have the legal status of an independent contractor. Any person assigned by the Contractor to perform services under this Contract shall remain in the employment of the Contractor. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNIDO or the United Nations. Without restricting the generality of the foregoing, UNIDO shall not be liable for any claims and demands, loss, costs, damages, actions, suit or other proceedings, brought or prosecuted, in any manner based upon, occasioned by or attributable to the employment relationship between any person assigned by the Contractor to perform services under this Contract and the Contractor. Unless otherwise provided for in this Contract, UNIDO shall not be liable for claims of any kind in connexion with the performance of such services. The Contractor and his employees shall conform to all applicable laws, regulations and ordinances promulgated by legally constituted authorities of the Government.

3. The Contractor's Responsibility for Employees

The Contractor shall supervise and be fully responsible for the work performed by and the professional and technical competence of his employees and shall select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, comply with the laws of the Government, respect the local customs and conform to a high standard of moral and ethical conduct.

4. Assignment of Personnel

The Contractor shall not assign any personnel other than those referred to in this Contract for the performance of work in the field without the prior written approval of UNIDO. Prior to assigning any other personnel for the performance of work in the field, the Contractor shall submit to UNIDO for its consideration, the curriculum vitae of any person the Contractor proposes to assign for such service.

5. Removal of Personnel

Upon written request by UNIDO, the Contractor shall withdraw from the field any personnel provided under this Contract and shall replace such personnel by other acceptable to UNIDO, if UNIDO so requests. All costs and additional expenses resulting from the replacement, for whatever reason, of any of the Contractor's personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in total of this Contract under the provisions of paragraph 12 "Termination" hereafter.

6. Assignment

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

7. Sub-Contracting

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNIDO for all sub-contractors. UNIDO's approval of a sub-contractor shall not relieve the Contractor of any of his obligations under this Contract, and the terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

8. UNIDO Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNIDO.

9. Non-employment of UNIDO Staff Members

The Contractor shall not, while this Contract is in effect, employ or consider the employment of UNIDO staff members without the prior written approval of UNIDO.

10. Language, Weights and Measures

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all written communications to UNIDO with respect to the services to be rendered and all documents procures or prepared by the Contractor pertaining to the work. The Contractor shall use the metric system of weights and measures and estimates of quantities involved shall be made and recorded in metric units, except when otherwise specified in the Contract.

11. Force Majeure

Force Majeure as used herein shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar event of equivalent force not caused by nor within the control of either party and which neither party is able to overcome. As soon as possible after the occurrence of any event constituting Force Majeure, and 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 give notice and full particulars thereof in writing to UNIDO. In this event, the following provisions shall apply:

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be entitled only to reimbursement by UNIDO, against appropriate vouchers, of the essential costs of maintenance of any of the Contractor's equipment and of per diem of the Contractor's personnel rendered idle by such suspension.
- (b) The Contractor shall, within fifteen (15) days of the occurrence of the Force Majeure, submit a statement to UNIDO of estimated expenditures for the duration of the period of suspension.
- (c) The term of this Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the work to be different from the period of suspension.
- (d) 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, UNIDO shall have the right to terminate this Contract on the same terms and conditions as are provided for in paragraph 12, "Termination" except that the period of notice may be seven (7) days instead of thirty (30) days.
- (e) For the purpose of the preceding sub-paragraph (d), UNIDO may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

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12. Termination

UNIDO may terminate this Contract in whole or in part and at any time, upon thirty (30) days' notice of termination to the Contractor. The initiation of arbitral proceedings in accordance with paragraph 16, "Arbitration", below shall not be deemed a termination of this Contract. In the event such termination is not caused by the Contractor's negligence or fault, UNIDO shall be liable to the Contractor for payment in respect of work already accomplished, for the cost of repatriation of the Contractor's personnel, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by UNIDO to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of UNIDO's notice of termination.

13. Bankruptcy

Should the Contractor be adjudged bankrupt or be liquidated or become insolvent, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, UNIDO may, without prejudice to any other right or remedy it may have under the terms of this Contract, terminate this Contract forthwith by giving the Contractor written notice of such termination. The Contractor shall immediately inform UNIDO of the occurrence of any of the above events.

14. Insurance and Liabilities to Third Parties

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNIDO as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNIDO;
 - (iii) Provide that UNIDO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (e) The Contractor shall, upon request, provide UNIDO with satisfactory evidence of the insurance required under this Article.
- (f) Any amounts not insured or not recovered from the insurers shall be borne by the Contractor.

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, then and in any such case UNIDO may, at its option, hold the Contractor in default in accordance with the Contract, or effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due to the Contractor, or recover the same as a debt due from the Contractor.

15. Indemnification

The Contractor shall indemnify, hold and save harmless and defend at its own expense UNIDO, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts, omissions, negligence or misconduct of the Contractor or its officers, agents, servants, representatives, employees, or sub-contractors in the performance of this Contract. This requirement shall extend to claims or liabilities in the nature of workmen's compensation and to claims or liabilities arising out of the use of patented inventions or devices. The obligations under this paragraph do not lapse upon termination of this Contract.

16. Settlement of Disputes

(a) 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.

(b) 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 dispute. It is understood, however, that the provisions of this paragraph shall not constitute nor imply the waiver by UNIDO of its privileges and immunities.

17. Conflict of Interest

No employee of the Contractor assigned to perform work under this Contract shall engage, directly or indirectly, either in his own name or through the agency of another person, in any business, profession or occupation in the country of the Government, nor shall he make loans to or investments in any business, profession, or occupation in the said country.

18. Obligations

In connexion with the performance of its services under this Contract, the Contractor shall neither seek nor accept instructions from any authority external to UNIDO. The Contractor shall refrain from any action which may adversely affect UNIDO and shall fulfill its commitments with full regard for the interests of UNIDO. Unless authorized in writing by UNIDO, the Contractor shall not advertise or otherwise make public the fact that it is performing or has performed services for UNIDO. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the United Nations or of UNIDO or any abbreviation of the name of the United Nations in connexion with its business or otherwise. The Contractor is required to exercise utmost discretion in all matters relating to this Contract. Unless required in connexion with the performance of its work under this Contract or where specifically authorized by UNIDO, the Contractor shall not communicate at any time to any person, government or authority external to UNIDO any information which has not been made public and which is known to it by reason of its association with UNIDO. The Contractor shall not, at any time, use such information to private advantage. These obligations do not lapse upon satisfactory completion of the work under this Contract or termination of this Contract, including termination by UNIDO.

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19. Title Rights

(a) The United Nations or UNIDO, as the case may be, shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or results from the services provided to the United Nations or UNIDO by the Contractor under this Contract. At the request of UNIDO, the Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the United Nations and UNIDO in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by UNIDO shall rest with the United Nations or UNIDO as the case may be and any such equipment and supplies shall be returned to UNIDO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment and supplies, when returned to UNIDO, shall be in the same condition as when delivered by UNIDO to the Contractor, subject to normal wear and tear.

20. Facilities, Privileges and Immunities of Contractor and Contractor's Personnel

UNIDO agrees to use its best efforts to obtain for the Contractor and his personnel (except Government nationals employed locally), to the extent granted by the Government to UNIDO staff members, such facilities, privileges and immunities as the Government has agreed to grant to contractors and to their personnel performing services for the United Nations Development Programme within the country. Such facilities, privileges and immunities shall include exemption from or reimbursement of the cost of any taxes, duties, fees or levies which may be imposed in the country on salaries or wages earned by the Contractor's foreign personnel in connexion with the execution of the work under this Contract and on any equipment, materials and supplies which the Contractor may bring into the country in connection with the work under this Contract or which, after having been brought into the country, may be subsequently withdrawn there from. A copy of the relevant provisions concerning facilities, privileges and immunities that UNIDO shall seek to obtain, is attached to and made a part of this Contract (Annex B).

21. Waiver of Facilities, Privileges and Immunities

Any provision, whether in an Agreement, Plan of Operation or any other instrument, to which the recipient Government is a party and by which the recipient Government confers benefits upon the Contractor and his personnel in the form of facilities, privileges, immunities, or exemptions by reason of his performance of services for UNIDO under this Contract may be waived by the UNIDO where, in its opinion, the facility, privilege or immunity would impede the course of justice and can be waived without prejudice to the successful completion of the work under this Contract or to the interest of the United Nations Development Programme or UNIDO.

22. 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 UNIDO 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.

23. Tax Exemption

(a) In accordance with Section 7 of the Convention on the Privileges and Immunities of the United Nations and Section 9 of the Convention on the Privileges and Immunities of Specialized Agencies which are applicable to UNIDO by virtue of Article 21 of its Constitution, UNIDO 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 UNIDO's exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNIDO to determine a mutually acceptable procedure.

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

24. Child Labor

(a) The Contractor represents and warrants that neither him, nor any of his 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.

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

25. Mines

(a) The Contractor represents and warrants that neither him, nor any of his 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.

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

UNIDO
VIENNA

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Annex B

OPERATIONAL GUIDELINES
FOR CONTRACTORS EXECUTING UNIDO PROJECTS, OR PARTS THEREOF, FINANCED
FROM VARIOUS FUNDS

UNIDO
CMO/OSS/PRO



1.0 Purpose

1.01 The Operational Guidelines provide guidance and procedures to enable the Contractor to effectively and efficiently execute the Project in accordance with the terms and conditions of the Contract and form an integral part thereof.

1.02 The Operational Guidelines are intended to ensure that UNIDO principles of effectiveness, efficiency, economy and integrity are maintained in the Project execution. The Contractor is accountable to UNIDO for the resources entrusted to it. The accountability of the Contractor to UNIDO does not imply any delegation of authority on the part of UNIDO to the Contractor or any of its employees.

2.0 Inconsistency with the Contract

2.01 If any provision of the Operational Guidelines is inconsistent with a provision of the Contract and General Conditions of the Contract, the provision of the Contract and General Conditions shall govern.

3.0 Segregation of Responsibilities of the Parties

3.01 While recognizing the value of co-operation between UNIDO and the Contractor, and the desire to ensure that mutual benefits are conferred to all parties involved, it is important to ensure that cooperation is undertaken in a manner that maintains the integrity, impartiality and independence of UNIDO, as well as its character as a Specialized Agency of the United Nations.

3.02 The Contractor acknowledges UNIDO's status as the agency responsible for the implementation and oversight of the Project.

3.03 To accommodate prevailing fiduciary standards and requirements by the GEF, UNIDO shall, as the agency responsible for the implementation and oversight of the Project, exercise substantive supervisory and monitoring responsibilities of the Project, while committing to the Contractor the responsibility for providing inputs to, and for executing the day-to-day management of, the Project, or parts thereof.

3.04 The Parties consider that by their joint efforts, working closely and collaboratively in accordance with the terms and conditions of the Contract, they can successfully carry out the agreed duties, and effectively apply the specified resources towards the achievement of the objectives and outcomes of the Project.

3.05 The Parties shall act in good faith, fairly and collaboratively with respect to each other's activities, rights, and fulfillment of obligations under the Contract in all respects.

3.06 The Contractor shall set up proper policies and procedures that regulate and provide necessary safeguards in respect of conflict of interest and related party transactions. Conflict of interest means any relationship that is, or appears to be, not in the best interest of the parties. A conflict of interest would prejudice an individual's ability to perform his or her duties and responsibilities objectively. Related party means parties considered to be related if one party has the ability to exercise significant influence over the other party in making operational decisions.

4.0 Project Monitoring and Reporting

4.01 The Contractor shall ensure the maintenance of policies and procedures adequate to enable it to monitor on an ongoing basis, in accordance with indicators acceptable to UNIDO, the progress of the Project and the achievement of its objectives.

4.02 The purpose and objective of the monitoring and evaluation framework shall be:

- (a) tracking progress with respect to the Project Key Performance Indicators (KPIs) and fulfilling reporting requirements towards UNIDO, funding agencies and stakeholders;
- (b) monitor and record progress towards the achievement of Project's KPIs through proper and regular data and information collection, analysis and reporting system;
- (c) review of Project activities on gender-specific issues;
- (d) monitor and record co-financing contributions made by Project partners as well as by beneficiaries and stakeholders towards the execution of the Project activities and the achievement of their planned outputs;
- (e) develop and maintain a Project database containing administrative, financial as well as substantive information and deliverables generated by the Project.

4.03 The Contractor shall prepare the Reports defined in the Terms of Reference in consultation with UNIDO in accordance with the schedule indicated in the Contract.

4.04 The Contractor shall also provide to UNIDO any additional information needed to complete the annual GEF Project Implementation Review (PIR) to be submitted by UNIDO to the GEF Secretariat.

4.05 Where required by the Terms of Reference, the Contractor shall prepare the Final Report on the execution of the Project, the performance by the Contractor of its respective obligations under the Contract and the accomplishment of the purposes of the Project, together with a plan designed to ensure the sustainability of the Project's achievements.

4.06 In line with UNIDO and the GEF practices and templates/forms, the Contractor shall prepare and submit Financial Reports (consisting of financial statement, project delivery report and transaction list) in accordance with the forms provided in the Appendices hereto and with the reporting schedule provided for in the Contract. Where required, the Financial Reports shall form a part of the Progress Reports and be prepared to monitor Project expenditures and commitments since the Project's starting date up until the end date of the respective reporting period, and with separate information on the activities during the reporting period as well. The Financial Reports shall be signed by a duly authorized officer of the Contractor, certifying that the costs are incurred in compliance with the terms and conditions set forth in the Contract, and attesting that the expenses and commitments incurred in respect of the Contract were correctly charged to the Project.

5.0 Financial Management, Audit and Investigation

5.01 The Contractor shall ensure that a financial management system is maintained and that financial statements are prepared preferably in accordance with the International Public Sector Accounting Standards ("IPSAS"), or any other internationally recognized accounting standards such as the International Financial Reporting Standards ("IFRS"), or Generally Accepted Accounting Principles (GAAP) that are accepted in major capital markets for listed companies, and acceptable to UNIDO and UNIDO's donor, to ensure the accounts give a true and fair view, the control systems in place function properly, and the operations, resources and expenditures related to the Project are in accordance with this Contract ("Financial Statements").

5.02 The Contractor shall ensure that:

- (a) The Financial Statements are periodically audited in accordance with the Audit-related provisions of the Operational Guidelines;

- (b) The Financial Statements, as so audited, are submitted to UNIDO not later than one (1) month after the end of the relevant audit period, together with such other information concerning the audited Financial Statements as UNIDO may from time to time reasonably request; and
- (c) The Financial Statements are made publicly available in a timely fashion and in a manner acceptable to UNIDO.

5.07 In addition to the audits by the independent auditors UNIDO may conduct or arrange for sample audits and evaluation of the Project and carry out technical inspections of the Contractor and sub-Contractors, if any. To this end, the Contractor shall, upon UNIDO's request, enable representatives of, or officials authorized by, UNIDO to review procurement and project progress monitoring procedures, accounting and internal control systems and procedures as well as to visit the Project location to inspect property and to review financial and other records related to the Project.

5.08 The Contractor shall include in every sub-contract that it concludes with sub-contractors provisions subjecting such sub-contractors to independent audit or investigation by or on behalf of UNIDO.

5.09 Should UNIDO have reason for concern that resources provided hereunder may not have been used in accordance with the Contract, UNIDO will ask the Contractor to provide it with information concerning the use of resources. If, after having reviewed any such information provided by the Contractor, UNIDO continues to have a concern as to the manner in which the resources provided to the Contractor have been used, UNIDO may request the Contractor to cause accounts and reports of the project concerned to be investigated or audited by UNIDO's internal or external auditors (or an independent auditor selected by UNIDO) on terms agreed with the Contractor. UNIDO would require such additional investigation or audit only in these exceptional circumstances, and it will communicate fully its reasons for such request to the Contractor. The costs of such additional investigation or audit will be borne by the Contractor; however, should the additional investigation or audit by or on behalf of UNIDO disclose that resources were used in accordance with the Contract, the costs of the additional investigation or audit shall be borne by UNIDO.

5.10 The above provisions concerning audits and investigations shall survive the expiration or termination of the Contract.

6.0 Preventing and Combating Fraud and Corruption

6.01 The responsibility for the execution of the Project, or parts thereof, including the use of the proceeds of the Contract Price, rests with the Contractor. UNIDO, for its part, has a fiduciary duty to make arrangements to ensure that the proceeds of the Contract Price are used only for the purposes of the Project, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations. Accordingly, responsibility for participating in the execution of the Project, or parts thereof, imposes a strong obligation upon the Contractor to uphold the highest standards of ethics and to preserve public confidence in the integrity of UNIDO and the United Nations System. UNIDO considers it of utmost importance that the Contractor observes the highest ethical standards.

6.02 UNIDO requires that the Contractor, as well as all of the Contractor's representatives involved with the Project, and all recipients of the proceeds of the Contract Price with which the Contractor enters into an agreement or contract related to the Project (including their respective officers, directors, employees and agents) adhere to the highest ethical standards, and promptly report to UNIDO any known or suspected acts of fraud or corruption which occur in the course of executing the Project.

6.03 UNIDO's specific policy requirements on fraud and corruption in connection with the procurement or execution of contracts for goods, works or services financed out of the proceeds of the Contract Price are covered in its procurement manual.

6.04 Fraud and corruption include acts of corrupt practice, fraudulent practice, coercive practice, collusive practice and obstructive practice. The definitions set out below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, UNIDO shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list. UNIDO shall in all cases proceed on the basis of the procedure described herein.

6.05 In pursuance of this procedure, UNIDO defines the terms set forth below:

- (a) A *corrupt practice* is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to influence improperly the actions of another party.
- (b) A *fraudulent practice* is any act or omission, including a misrepresentation, which knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation.
- (c) A *coercive practice* is any act impairing or harming, or threatening to impair or harm, directly or indirectly, any party or its property in order to influence improperly the actions of the party.
- (d) A *collusive practice* is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- (e) An *obstructive practice* is: deliberately destroying, falsifying, altering or concealing evidence material to an investigation, or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation or from pursuing an investigation, or acts intended to materially impede the exercise of UNIDO's contractual rights of audit or access to information.

The above practices, as so defined, are referred collectively herein below as "fraud and corruption".

6.06 In preventing and combating fraud and corruption and upholding the highest standards of ethics, the Contractor shall:

- (a) take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of the proceeds of the Contract Price, including (but not limited to) adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the proceeds of the Contract Price are used only for the purposes of the Project, and ensuring that all of the Contractor's representatives involved with the Project, and all recipients of the proceeds of the Contract Price with which the Contractor enters into an agreement related to the Project (including their respective officers, directors, employees and agents) receive a copy of these Operational Guidelines and are made aware of its contents;
- (b) immediately report to UNIDO any allegations of fraud and corruption in connection with the use of the proceeds of the Contract Price that come to its attention;
- (c) if UNIDO determines the existence of corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of the proceeds of the Contract Price, take timely and appropriate action, satisfactory to UNIDO, to address such practices when they occur;

- (d) include such provisions in its agreements with each recipient of the proceeds of the Contract Price as UNIDO may require to give full effect to these provisions, including (but not limited to) provisions:
 - (i) requiring such recipient to abide by paragraph 6.07 herein below;
 - (ii) requiring such recipient to permit UNIDO to inspect all of their accounts and records and other documents relating to the Project required to be maintained pursuant to the Contract and to have them audited by, or on behalf of, UNIDO;
 - (iii) providing for the early termination or suspension by the Contractor of the agreement if such recipient is declared ineligible by UNIDO under paragraph 6.09 herein below; and
 - (iv) requiring restitution by such recipient of any amount of the proceeds of the Contract Price with respect to which fraud and corruption has occurred.
- (e) cooperate fully with representatives of UNIDO and provide full access to records and/or individuals in any investigation into allegations of fraud and corruption in connection with the use of the proceeds of the Contract Price; and
- (f) in the event that UNIDO declares any recipient of the proceeds of the Contract Price ineligible as described in paragraph 6.09 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, exercising its right to terminate early or suspend the agreement between the Contractor and such recipient and/or seeking restitution.

6.07 In preventing and combating fraud and corruption and upholding the highest standards of ethics, each recipient of the proceeds of the Contract Price, which enters into an agreement with the Contractor (or with another recipient of the proceeds of the Contract Price) relating to the Project, will:

- (a) carry out its Project-related activities in accordance with the highest standards of ethics and the provisions of its agreement with the Contractor referred to in paragraph 6.06 (d) hereinabove; and include similar provisions in any agreements related to the Project into which it may enter with other recipients of the proceeds of the Contract Price;
- (b) immediately report to UNIDO any allegations of fraud and corruption in connection with the use of the proceeds of the Contract Price that come to its attention;
- (c) cooperate fully with representatives of UNIDO and provide full access to records and/or individuals in any investigation into allegations of fraud and corruption in connection with the use of the proceeds of the Contract Price;
- (d) take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices by its representatives (if any) in connection with the use of the proceeds of the Contract Price, including (but not limited to):
 - (i) adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the proceeds of the Contract Price are used only for the purposes of the Project, and
 - (ii) ensuring that all its representatives receive a copy of these fraud and corruption-related provisions of the Operational Guidelines and are made aware of its contents.
- (e) in the event that any representative of such recipient is declared ineligible as described in paragraph 6.09 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, either removing such representative from all duties and responsibilities in connection with the Project or, when requested by UNIDO or otherwise appropriate, terminating its contractual relationship with such representative; and

- (f) in the event that it has entered into a Project-related agreement with another person or entity, which is declared ineligible as described in paragraph 6.09 herein below, take all necessary and appropriate action to give full effect to such declaration by, among other things:
 - (i) exercising its right to terminate early or suspend such agreement; and/or
 - (ii) seeking restitution.

6.08 In preventing and combating fraud and corruption and upholding the highest standards of integrity, UNIDO will have the right to sanction any individual or entity if at any time UNIDO determines that such individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of the proceeds of the Contract Price.

6.09 In sanctioning an individual or entity UNIDO shall declare such individual or entity ineligible either indefinitely or for a stated period of time:

- (a) to be awarded a UNIDO-financed contract;
- (b) to benefit from a UNIDO-financed contract, financially or otherwise, for example as a sub-contractor; and
- (c) to otherwise participate in the preparation or execution of the Project or any other project financed, in whole or in part, by UNIDO.

6.10 In addition to or in lieu of other sanctions UNIDO may also:

- (a) refer the matter to appropriate law enforcement authorities;
- (b) impose other measures, which it deems appropriate under the circumstances, including but not limited to the imposition of fines representing reimbursement to UNIDO for costs associated with reviews, verifications, investigations and proceedings.

7. Documents, Records

7.01 The Contractor shall ensure that:

- (a) All documents related to the execution of the Project are promptly furnished to UNIDO upon its request and in such detail, as UNIDO shall reasonably request;
- (b) Adequate records are maintained to record the progress of the Project (including its cost and the benefits to be derived from it) and identify the goods (including machinery or equipment), works and services financed from the proceeds of the Contract Price;
- (c) All original records evidencing expenditures under the Project are retained until at least seven (7) years after the Completion Date; and
- (d) Representatives of UNIDO, including UNIDO experts, consultants, auditors or inspectors, have reasonable access to examine all records referred to above in sub-paragraphs (b) and (c), and are provided all such information concerning such records as they may from time to time reasonably request.

8. Acknowledgement to GEF

8.01 Consistent with GEF policies, the GEF logo shall appear on Project equipment and assets funded from the proceeds of the Contract Price. All Project-related publications shall give appropriate credit to GEF and UNIDO as well as include the logo of GEF and UNIDO, provided that such publications have been technically cleared by UNIDO.

9. Environmental and Social Safeguards and Gender

9.01 Execution in accordance with Environmental and Social Safeguards and Gender. The Contractor shall carry out the execution of the Project in accordance with the environmental and social safeguards available here https://www.unido.org/sites/default/files/2017-07/AI.2017.4_ESSPP_18July2017_0.pdf, as well as the gender mainstreaming policies, of UNIDO, GEF and relevant national standards and systems.

9.02 Prevention of Harmful Social and Environmental Impacts. The Contractor shall place priority on the prevention of harmful social and environmental impacts in accordance with the strategy outlined in the Project. Opportunities to strengthen the environmental and social sustainability of projects will be identified and realized to prevent such impacts, in consultation with UNIDO and relevant national counterparts. A precautionary approach shall be applied, and potential adverse impacts and risks will be avoided or minimized if possible, and mitigated if not.

9.03 UNIDO Accountability and Grievance System. The Contractor shall ensure that all relevant national executing entities, stakeholders, and beneficiaries of the Project are aware of UNIDO's Accountability and Grievance System, as defined and described in Director General's Administrative Instruction No. 23, "UNIDO Environmental and Social Safeguards Policies and Procedures", UNIDO/DGAI.23, Operational Safeguard 9. The Contractor shall notify all relevant national executing entities, stakeholders, and beneficiaries of the Project of the following accepted complaint "entry points":

- (a) UN office in the given country;
- (b) UNIDO representative at country or regional level (where these exist);
- (c) Relevant UNIDO Project Manager or UNIDO HQ (Substantive Office);
- (d) UNIDO Office of Internal Oversight and Ethics (IOE); or
- (e) GEF Conflict Resolution Commissioner in Washington, D.C.

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

PRIVILEGES AND IMMUNITIES SECTION

1. The Contractor's personnel (except nationals of the Government employed locally) shall have the right to the following:
 - (i) Immunity from legal process in respect of all acts performed by them in execution of the work under this Contract;
 - (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 work under this Contract 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 work under this Contract and
 - (v) In the event of international crises, the same repatriation facilities as diplomatic envoys.
2. All personnel of the Contractor shall enjoy inviolability for all papers and documents relating to the work under this Contract.
3. The Government shall either exempt from or bear 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 UNIDO, 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 work under this Contract and
 - (ii) Any equipment, materials and supplies brought into the country in connection with the work under this Contract or which, after having been brought into the country, may be subsequently withdrawn therefrom.
4. The facilities, privileges and immunities to which the Contractor and his personnel may be entitled may be waived by the UNIDO where, in its opinion, such facilities, privileges and immunities would impede the course of justice and can be waived without prejudice to the successful completion of the work under this Contract or to the interests of the United Nations Development Programme or UNIDO.



TERMS OF REFERENCE FOR THE PROVISION OF SERVICES RELATED TO THE FULL-SIZED PROJECT ENTITLED 'STRENGTHENING OF NATIONAL INITIATIVES AND ENHANCEMENT OF REGIONAL COOPERATION FOR THE ENVIRONMENTALLY SOUND MANAGEMENT OF POPS IN WASTE OF ELECTRONIC OR ELECTRICAL EQUIPMENT (WEEE) IN LATIN-AMERICAN COUNTRIES'

UNIDO Project ID: 140297 and GEF ID: 5554

1. GENERAL INFORMATION

This Terms of Reference (ToR) establishes the modalities and activities to be undertaken by the Laboratorio Tecnológico del Uruguay (LATU) through its Basel Convention Coordinating Centre and Stockholm Convention Regional Centre in Uruguay (herein after BCCC-SCRC Uruguay), acting as the "project executing collaborating partner" (PEP) on behalf of the Ministry of Environment of the Republic of Peru ("the national executing agency" or NEA, hereinafter) which is to be one of the beneficiaries of the project entitled "Strengthening of National Initiatives and Enhancement of Regional Cooperation for the Environmentally Sound Management of POPs in Waste of Electronic or Electrical Equipment (WEEE) in Latin-American Countries" (UNIDO ID: 140297 and GEF ID: 5554), hereinafter referred to as "the project", and the United Nations Industrial Development Organization (UNIDO), acting as project implementing agency (IA) on behalf of the Global Environment Facility (GEF).

The scope of this project is regional, so there are some common elements among the participating countries that need to be coordinated and tackled through project component 3 (Enhancement of Regional Cooperation on e-waste management). Notwithstanding the foregoing, this ToR has mainly a national scope and covers exclusively project component 1 (Strengthening of national e-waste management initiatives) and project component 2 (Strengthening of national capacities on e-waste dismantling and recycling facilities / infrastructure) as stated in the document 'Request for CEO Endorsement' approved by the GEF on 15 March 2017, and in subsequent discussions and agreements between the IA and the NEA.

This project shall be executed in compliance with the regulations and policies of both UNIDO and the GEF. The Request for CEO Endorsement and its annexes (logframe, work plan, budget) shall serve as a reference for the work of the National Project Management Unit (N-PMU) set by the PEP and the NEA to develop the management of the project at the national level. Other related documents include the enclosed details of budget distribution, co-financing and further details agreed between the IA, the NEA and the PEP.

The relationship between UNIDO as the implementing agency, principal or client, and the BCCC-SCRC Uruguay as PEP or contractor, shall be defined by means of a contract where the PEP in coordination with the NEA takes responsibility for the execution of the national project components and activities herein described, the project monitoring and the reporting required to ensure quality control, and project management oversight as defined in the scope of services herein described.

2. BACKGROUND

ToR, dated 1 October 2018

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The United Nations Industrial Development Organization (UNIDO) is the specialized agency of the United Nations that promotes industrial development for poverty reduction, inclusive globalization and environmental sustainability. UNIDO promotes and accelerates inclusive and sustainable industrial development (ISID) in developing countries and countries with economies in transition.

As one of the GEF leading implementation agencies of the Stockholm Convention on POPs, UNIDO acting on behalf of 13 countries in Latin America managed and coordinated with the GEF the process of formulation, design and approval of the project "Strengthening of National Initiatives and Enhancement of Regional Cooperation for the Environmentally Sound Management of POPs in Waste of Electronic or Electrical Equipment (WEEE) in Latin-American Countries" (GEF 5554).

The overall objective of this full-sized project is to strengthen national initiatives and enhance regional cooperation for the environmentally sound management of POPs in waste electrical and electronic equipment (WEEE) in Latin-American Countries.

The project includes the following four components:

1. Strengthening of national e-waste management initiatives;
2. Strengthening of national capacities on e-waste dismantling and recycling facilities / infrastructure;
3. Enhancement of regional cooperation on e-waste management;
4. Monitoring and evaluation.

The participating countries are: Argentina, Bolivia, Chile, Costa Rica, Ecuador, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Peru, Uruguay and Venezuela, assisted by UNIDO as the GEF Implementing Agency, and by a large number of national and regional project executing partners and co-financing partners. All participating countries are parties to the Stockholm Convention, and within this framework, the objective of the project is to promote the environmentally sound management of POPs in WEEE in the participating countries.

The present ToR refers to national activities under project components 1 and 2, to be carried out by the project executing collaborating partner or PEP defined under section 1 above, by itself and through the National Project Management Unit (N-PMU). The political and technical oversight of these national activities corresponds to the National Executing Agency (NEA) as described in the Request for CEO Endorsement document. The contractual oversight of these activities will be conducted by UNIDO, mainly through its Project Manager with the assistance of the Regional Project Management Unit (R-PMU) and its Regional Project Coordinator (RPC). As stated in paragraph 254 of the approved Request for CEO Endorsement document, every national executing partner will establish a N-PMU consisting of a National Project Coordinator (NPC) and 1-2 support staff (only if needed), to supervise day-to-day project activities in their respective countries, and to report to the PEP and NEA, as well as to coordinate with the RPC, R-PMU and UNIDO.

3. OVERALL PROJECT MANAGEMENT MODALITY

As outlined in the Request for CEO Endorsement document, the Government of the Republic of Peru, through its Ministry of Environment acting as NEA, is in charge of setting the arrangements for and leading the national execution and monitoring of day-to-day project activities within the country. For this purpose, the NEA has designated the BCCC-SCRC Uruguay as its PEP.

Under contractual agreement with UNIDO, the PEP (by itself and with the N-PMU) in coordination with the NEA, will carry out at the national level (a) the daily project operations, (b) project monitoring to ensure effective and smooth delivery of results, and (c) assistance for the evaluation assessment(s) to be conducted by UNIDO, and conceivably by the GEF, through independent evaluators who will be directly recruited by UNIDO or by the GEF.

For each medium and large procurement process (EUR 5,000 or more), the PEP will request specific authorization from UNIDO. On the other hand, UNIDO will be responsible for the contractual oversight of the national activities (Components 1 and 2), and for the full coordination of the implementation of project Component 3, including the recruitment of the regional project coordinator (RPC) and R-PMU staff, recruitment of international experts, authorization of their related travel, and procurement processes, particularly centralized procurement. The project funds for such activities will be retained by UNIDO Headquarters in Austria.

4. DESCRIPTION OF THE REQUIRED SERVICES

The PEP shall undertake and/or cooperate on the following tasks:

ToR, dated 1 October 2018

(a) Daily project operations including, but not limited, to recruitment and performance assessment of national project administrative and technical staff, meeting arrangements and reporting, staff travels arrangements within the country, and other relevant tasks.

The recruitment of national project staff shall follow a previously agreed procedure between UNIDO and the PEP. Also, the PEP shall undertake decentralized procurement of goods and services for the project for total amounts under EUR 5,000 per service and/or goods (unless specific authorization for a larger amount has been previously agreed with UNIDO). These amounts shall be assessed at the UN exchange rate of the ongoing month, which can be obtained from the UNIDO's office. In any case, the limit of intended commitment by the PEP is up to EUR 40,000 per contractor, per single requirement or series of inter-related requirements, per project/purpose, within any calendar year. In addition, the PEP's procurement procedures shall be in line with UNIDO's relevant procurement rules and regulations.

Regarding travel, the mode, class, and expense of national travel (both departure and destination in a travel leg are within the country where the N-PMU is located) shall be determined by following the travel rules and regulations previously agreed upon between UNIDO and the PEP. All related original documents are to be kept until the terminal evaluation is completed and the project is closed by UNIDO.

(b) Monitoring of project results, which should allow gathering information on the indicators identified in the project logframe. Other monitoring activities include reporting in specific formats such as the GEF Project Implementation Report or PIR (including UNIDO pre-selected indicators), UNIDO Progress Reports, updated budgets, updated work plans and financial reports. The monitoring information shall be submitted to the R-PMU and UNIDO, through the RPC, to be considered by the Project Steering Committee (PSC) that endorses the executed activities and reviews and endorses the planned activities. The RPC acts as Secretary for the PSC and the meeting minutes, signed by the chair, are sent electronically to the members designated by the NEAs.

(c) A midterm independent review and a terminal independent evaluation are foreseen during the project period. Terms of Reference for the review or evaluation will be prepared by UNIDO's Independent Evaluation Division, which will also select and recruit the evaluators in consultation with the PSC. The PEP and NEA shall cooperate with and facilitate information for the purpose.

4.1 SCOPE OF WORK

COMPONENT 1: STRENGTHENING OF NATIONAL E-WASTE MANAGEMENT INITIATIVES

The outline of the project tasks is described under Component 1 of the CEO Endorsement Document. The national interventions, baselines, deliverables and targets will be set based on the information, indicators and means for verification in Annex A (Project Results Framework). The details listed below are referential or complementary to those described in the CEO Endorsement Document.

OUTCOME 1.1: National Policies are drafted or reviewed

This outcome aims at either reinforcing an existing regulatory framework or drafting or polishing e-waste policies and regulations, depending on the national situation and baseline.

Deliverables: (1) Document of drafted or reviewed national e-waste policies; (2) Document of drafted or reviewed national e-waste management strategy; (3) Report on the use of existing, or newly developed and tested, guidelines for e-waste management activities, including copies thereof; (4) Document of the national sustainable financing strategies included in e-waste policies and regulations; (5) Progress reports submitted semiyearly or as needed.

Output 1.1.1. National policies and regulations are drafted or reviewed

The PEP through the N-PMU shall draft or revise national policies under a participatory process with the main stakeholders with the aim of formal adoption. This task will involve the review of international policies and regulations, particularly from the region, and of drafted or reviewed national policies and regulations from the national authorities involved in e-waste management. The drafting or review of the national policies shall include the review and systematization of the most relevant experiences of existing EPR laws, specific economic analyses, and shall involve the participation of producers and other key stakeholders.

Please refer to the CEO endorsement Part II, A5, paragraph 177-179.

Output 1.1.2. National e-waste management strategies are established

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The PEP through the N-PMU shall draft and implement national e-waste management strategies according to the needs and current situation of the country. These national e-waste management strategies shall improve the administration of the WEEE system.

Please refer to the CEO endorsement Part II, A5, paragraph 180.

Output 1.1.3 Guidelines for the e-waste management activities are developed and tested

Based on the regional information exchange, the PEP through the N-PMU shall develop country-tailored guidelines for the management of e-waste and shall test their applicability to adjust them as required.

Please refer to the CEO endorsement Part II, A5, paragraph 181.

Output 1.1.4 A national financial strategy is defined within policies and regulations

The PEP through the N-PMU shall develop tailor-made financial tools to support national e-waste management strategies. These tools shall ensure long-term sustainability and viability of the country's overall e-waste management system, so each government and pertinent authorities can fulfill their obligations within the chosen system. Work shall take into account the EPR principles and schemes and, based on required analyses, introduce a fine legal drafting that can be introduced coherently into the policies and national regulatory system.

Please refer to the CEO endorsement Part II, A5, paragraph 182.

OUTCOME 1.2: National Capacity for e-waste management is in place

This outcome aims at ensuring that national human, scientific, organizational and institutional capabilities are developed to deal with the required e-waste management challenges and operations. These increased capabilities will be based on information and knowledge sharing to help improve performance, make better decisions, establish good associations and achieve project objectives.

Deliverables: (1) Training documents (agendas, PPT presentations, etc), (2) Training reports and participant lists segregated by sex; (3) Documents of the University approved e-waste management curricula and research programs; (4) Documents related to and link(s) to the national information system/databank.

Output 1.2.1 Officials and staff on e-waste management trained

The PEP through the N-PMU and/or others shall design training programs and organize trainings of key national stakeholders who are relevant for the proper development of the e-waste management system. Particular attention shall be given to officials with responsibilities at the national level and to staff involved on operations of e-waste management. This requires sound design of the training programs, participant selection, specific training needs, contents, training materials and methodologies adapted to the experience of the participants. It is key to assess the experiences of other national stakeholders and previous trainings as a basis for this work.

Please refer to the CEO endorsement Part II, A5, paragraph 184.

Output 1.2.2 Selected universities include e-waste management in their curricula and research programs

The PEP through the N-PMU shall develop or strengthen national research capacities by incorporating e-waste management into the curricula and research program of selected national universities. The way this is achieved depends on the country baseline and specific conditions, as well as current needs and opportunities.

Please refer to the CEO endorsement Part II, A5, paragraph 186.

Output 1.2.3 National knowledge and information management systems are set and ready for regional exchange

The PEP through the N-PMU shall design and implement a national information system that enables gathering, processing and exchange of relevant information and knowledge, including e-waste statistics on e-waste management processes at the national level. The national information system shall be designed in a way which is adequate for regional exchange; therefore, this output requires coordination with those responsible for regional output 3.2.2 (National knowledge / information systems are linked to the regional one), under project component 3.

Please refer to the CEO endorsement Part II, A5, paragraph 186.

OUTCOME 1.3 National society is informed and aware of e-waste issues

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This outcome aims at ensuring that national society at large is given specific information and develops strong awareness on e-waste issues which are key for its participation and support of an environmentally sound e-waste management. Addressing the media is also important due to their increasingly significant role in providing information to society. A good strategy and coordination must be developed in this regard.

Deliverables: (1) Reports of awareness raising campaigns and events, with participant lists segregated by sex; (2) Reports on the media archive: published articles, interviews, news items, audio and video products, etc.; (3) Training reports for media and journalists with participant lists segregated by sex; (3) Information and awareness-raising materials developed or applied by the project team, with specific details regarding intellectual property rights, if any.

Output 1.3.1 Media and journalists are trained on e-waste issues and informed regarding the progress of the national and regional initiatives

Based on experiences developed within the country, the region or elsewhere, the PEP through the N-PMU shall develop training manuals and materials on e-waste management for journalists which shall include at least information on life-cycle management of EEE and of e-waste. The PEP through the N-PMU shall also train relevant media and journalists on e-waste issues and inform them regarding the project progress of national and regional activities. Consider establishing agreements with universities and other stakeholders to achieve this output. Also, a strategy for involving trained journalists on information and awareness raising campaigns should be developed.

Please refer to the CEO endorsement Part II, A5, paragraph 191-193.

Output 1.3.2 Awareness raising campaigns / customized events are developed to address the needs of specific target groups (i.e. children, women) and society at large

The PEP through the N-PMU shall develop and implement national communication strategies for specific groups, considering the participation of women, men, children and teenagers as well as EEE consumers or users, or people particularly exposed to potentially significant WEEE environmental or Environment impacts. Information and communications technologies should be considered when designing or using training materials.

In general, awareness raising campaigns should have realistic, clear and specific objectives. Messages must be accurate, clear and concise and should respond to the needs of each stakeholder group and should be gender-oriented, which may also need different channels. A regular campaign monitoring should be done to assess intermediate results, make proper adjustments and advance the goals.

Please refer to the CEO endorsement Part II, A5, paragraph 194-199.

COMPONENT 2: STRENGTHENING OF NATIONAL CAPACITIES ON E-WASTE DISMANTLING AND RECYCLING FACILITIES/INFRASTRUCTURE

The outline of the project tasks is described under Component 2 of the CEO Endorsement Document. The national interventions, baselines, deliverables and targets will be set based on the information, indicators and means for verification in Annex A (Project Results Framework). The details listed below are referential or complementary to those described in the CEO Endorsement Document.

OUTCOME 2.1. E-waste dismantling and recycling facilities or infrastructure are operating efficiently and sustainably in participating countries

This outcome aims at strengthening the available infrastructure for take-back and conduct safe dismantling and treatment of the POPs containing e-waste fractions, to make possible their final safe disposal. Developing sustainable business models shall contribute to attracting the private sector to invest in those facilities and ensure their economic sustainability.

Deliverables: (1) Reports of in-depth assessment of pre-selected facilities and infrastructure and the selection of endorsed facilities to be upgraded/ scaled-up; (2) Technical reports of up-scaled facilities to meet SC, BC and other relevant criteria indicators (POPs releases avoided in e-waste (tons), e-waste treated by the selected facilities (tons per year), number of facilities adopting BAT/BEP related with the environmentally sound management of POPs), (3) Report on the national ESM and final disposal certification process (with special focus on statistics on e-waste treated through formal recycling chains (tons per year), the quantity of brominated plastics disposed of; and, based on the previous, estimations of POPs releases avoided (tons) from e-waste); (4) Report on the development and application of business model(s), including available statistics (number of jobs created, disaggregated by sex; estimations and actual results of time to break-even per recycler, after applying the recommended business model; co-benefits in terms of materials recycled or reused (tons); and commercial value of materials recycled or reused (USD))

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Output 2.1.1 In-depth assessments of pre-selected facilities and infrastructure is carried out to select facilities that will be upgraded/scaled up

Based on the pre-selection done during the PPG phase, the PEP through the N-PMU shall assess and finally select at least two (2) facilities to be upgraded to meet SC, BC and other relevant criteria. The assessment criteria shall include a set of indicators such as legal status, certifications, volumes processed, range of services, existing customers, the facility itself and its characteristics, processes, documentation and, even more important, willingness for cooperation and full transparency.

Please refer to the CEO endorsement Part II, A5, paragraph 203.

Output 2.1.2 Selected facilities are up-scaled to meet SC, BC and other relevant criteria

Based on Output 2.1.1, the PEP through the N-PMU shall support the improvement of the current processes, practices and operations used by at least two (2) existing national facilities for separating PBDE-containing fractions in WEEE either through hand-held equipment in case of manual dismantling or technologies incorporated in semi-automated waste separation lines. The target shall lie in involving existing facilities; only if duly justified, a new facility will be established (funded by local investment). The emphasis is on improving processes, practices and operations rather than only increasing WEEE treated volumes. The activities shall focus on handling and disposing of properly the e-waste fractions that may contain POP-PBDEs from EEE plastics (e.g. ICT equipment, CRT cases, carcasses of TV sets and monitors) or other circuit parts (e.g. PCBs from small condensers and ballasts) to seek full compliance with the Stockholm Convention and move beyond the recycling exemption of Part IV, Annex A thereof.

Please refer to the CEO endorsement Part II, A5, paragraph 204-206.

Output 2.1.3 ESM and final disposal of brominated plastics using BAT/BEP

The e-waste separation activities conducted under output 2.1.2 will result in a new waste stream consisting mainly of PBDE-containing plastics and other POPs. The country is expected to have this stream around 93.75 tons of brominated plastics annually, totaling 375 tons during the project lifespan. One option for the treatment of brominated plastics coming from WEEE, could be to dispose of that stream through co-processing by cement kilns, under SC guidance (Section V, Source category 2B of the SC BAT/BEP guidelines, 2007). So, the PEP through the N-PMU shall explore the national availability and prospect of using a cement kiln or other specific hazardous waste facilities. If emissions tests are nationally available, the PEP through the N-PMU shall support that those tests are conducted to ensure that air emissions conform to specific regulatory requirements and standards. Through its own efforts and based on a regional exchange of experiences, the N-PMU project shall develop and demonstrate the optimal Stockholm Convention complying disposal operations of the POP-containing fractions from the national participating facilities, which can be financed through the GEF grant funds.

If a national cement kiln or an adequate hazardous waste facility is not identified or not available, the PEP, N-PMU and NEA will approach the R-PMU to develop a specific sub-regional or regional disposal strategy with one or more project participating countries.

Please refer to the CEO endorsement Part II, A5, paragraph 207.

Output 2.1.4 Adequate business models are developed to ensure long-term sustainability of the facilities

The PEP through the N-PMU shall develop adequate business models that are needed to make e-waste recycling sustainable and to ensure that all fractions, recoverable and non-recoverable, hazardous and non-hazardous, are handled and processed in an environmentally sound manner and resource-efficient way. In developing these models, the interests and rights of all stakeholders have to be taken into account, assessed and processed satisfactorily. This is important because national laws and regulations must be respected and complied with. In addition, responsible EEE producers are looking for applying the highest possible treatment and recycling standards to ensure legal and environmental compliance and brand protection at all times.

Please refer to the CEO endorsement Part II, A5, paragraph 208.

5. TIME SCHEDULE

Please see the attached work plan. This work plan needs to be updated at least every 6 months and submitted to UNIDO as part of the project progress reports.

6. REPORTING AND DELIVERABLES WITH PAYMENT SCHEDULE

Reports serve as milestones and indicate that a step has been successfully completed. Successful completion of each step effects payment for the next step.

ToR, dated 1 October 2018



	Evaluations	documents within the previous reporting periods (6 months) Project Implementation Report in the GEF format with UNIDO indicators Annual report with audited financial statements Invoice for the payment	
24 th month	Component 1 and Component 2	3rd payment: Progress report for drafted or reviewed national e-waste policies Document of drafted or reviewed national e-waste management strategy Report on the use of existing, or newly developed and tested, guidelines for e-waste management activities, including copies thereof Progress report for the national sustainable financing strategies included in e-waste policies and regulations Progress report for University approved e-waste management curricula and research programs Progress report for documents related to and link(s) to the national information system/databank Reports of awareness raising campaigns and events, with participant lists segregated by sex Reports on the media archive: published articles, interviews, news items, audio and video products, etc Information and awareness-raising materials developed or applied by the project team, with specific details regarding intellectual property rights, if any Technical reports of up-scaled facilities to meet SC, BC and other relevant criteria indicators (POPs releases avoided in e-waste (tons), e-waste treated by the selected facilities (tons per year), number of facilities adopting BAT/BEP related with the environmentally sound management of POPs Progress Report on the national ESM and final disposal certification process (with special focus on statistics on e-waste treated through formal recycling chains (tons per year), the quantity of brominated plastics disposed of; and, based on the previous, estimations of POPs releases avoided (tons) from e-waste -----	25 %

ToR, dated 1 October 2018

	Monitoring and Evaluations	Progress Reports with all recruitment (including contracts and project staff evaluation sheet, if any), procurement, and travel documents within the previous reporting periods (6 months) Project Implementation Report in the GEF format with UNIDO indicators Annual report with audited financial statements Invoice for the payment	
36 th month	Component 1 and Component 2	4th payment: Final document of drafted or reviewed national e-waste policies Copy of the national sustainable financing strategies included in e-waste policies and regulations Training documents (agendas, PPT presentations, etc) Training reports and participant lists segregated by sex Final documents of the University approved e-waste management curricula and research programs Final documents related to and link(s) to the national information system/databank Reports of awareness raising campaigns and events, with participant lists segregated by sex Reports on the media archive: published articles, interviews, news items, audio and video products, etc Information and awareness-raising materials developed or applied by the project team, with specific details regarding intellectual property rights, if any Progress Report on the national ESM and final disposal certification process (with special focus on statistics on e-waste treated through formal recycling chains (tons per year), the quantity of brominated plastics disposed of; and, based on the previous, estimations of POPs releases avoided (tons) from e-waste Progress Report on the development and application of business model(s), including available statistics (number of jobs created, disaggregated by sex; estimations and actual results of time to break-even per recycler, after applying the recommended business model; co-benefits in terms of materials recycled or reused (tons); and commercial value of materials recycled or reused (USD) -----	15 %

ToR, dated 1 October 2018

	Component 1 and Component 2	participant lists segregated by sex Reports on the media archive: published articles, interviews, news items, audio and video products, etc Information and awareness-raising materials developed or applied by the project team, with specific details regarding intellectual property rights, if any Final Report on the national ESM and final disposal certification process (with special focus on statistics on e-waste treated through formal recycling chains (tons per year), the quantity of brominated plastics disposed of; and, based on the previous, estimations of POPs releases avoided (tons) from e-waste Final Report on the development and application of business model(s), including available statistics (number of jobs created, disaggregated by sex; estimations and actual results of time to break-even per recycler, after applying the recommended business model; co-benefits in terms of materials recycled or reused (tons); and commercial value of materials recycled or reused (USD)	
	Monitoring and Evaluations	Progress Reports with all recruitment (including contracts and project staff evaluation sheet, if any), procurement, and travel documents within the previous reporting periods (6 months) Project Implementation Report in the GEF format with UNIDO indicators Annual report with audited financial statements Invoice for the payment	
		TOTAL	100%

7. LANGUAGE REQUIREMENTS

The working language of the Contract and reports will be English. However, reports may be presented in Spanish as long as it is also presented an executive summary in English.

Annexes

CEO endorsement
Workplan

ToR, dated 1 October 2018

ANNEX A - WORK PLAN

ANNEX A - WORK PLAN

Project Description/Initiative		Project Description/Initiative																				Project Description/Initiative																			
		Year 1 (2018)				Year 2 (2019)				Year 3 (2020)				Year 4 (2021)				Year 5 (2022)				Year 6 (2023)																			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4																
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4																
		Launch of the project																																							
		Elaboration of the ToRs for the countries																																							
		Receipt of proposals from regional partners																																							
		Discussion and approval of the ToRs with the countries																																							
		Discussion and approval of regional proposals																																							
		Preparation of contracts for countries and regional partners																																							
		COMPONENT 1: STRENGTHENING OF NATIONAL E-WASTE MANAGEMENT INITIATIVES																																							
		Outcome 1.1: National Policies are drafted or reviewed																																							
		Output 1.1.1																																							
		National policies and regulations are drafted or reviewed																																							
		Output 1.1.2																																							
		National e-waste management strategies are established																																							
		Output 1.1.3																																							
		Guidelines for the e-waste management activities are developed and tested																																							
		Output 1.1.4																																							
		A national financial strategy is defined within policies and regulations																																							
		Outcome 1.2: National Capacity for e-waste management is in place																																							
		Output 1.2.1																																							
		Officials and staff on e-waste management trained																																							
		Output 1.2.2																																							
		Selected universities include e-waste management in their curricula and research programs																																							

Component 3.1: Enhancement of Regional Cooperation for e-waste management													
Outcome 3.1: Key issues of e-waste policies are harmonized at the regional level, with due consideration of the relevant MEAs and main mechanisms like SACM													
Output 3.1.1	Comparative analysis of existing national policies / regulations is conducted to identify key issues that need to be addressed at the regional level												
Output 3.1.2	A regional policy platform is operating to facilitate policy harmonization on key issues, with involvement of national MEAs officials												
Outcome 3.2: Knowledge management systems and information exchange are strengthened													
Output 3.2.1	The policy platform is integrated into a regional knowledge / information management system												
Output 3.2.2	National knowledge / information systems are linked to the regional one												
Outcome 3.3: South-South cooperation is enhanced													
Output 3.3.1	Country cooperation strengthened in the region through enhanced knowledge sharing												
Output 3.3.2	Regional post-project action plans and initiatives are developed												
Component 4: Project Monitoring and Evaluation													
Outcome 4.1: Monitoring													
Output 4.1.1	Monitoring system is set and works												
Output 4.1.2	Progress reports are delivered and required decisions/actions are taken												
Outcome 4.2: Evaluation													
Output 4.2.1	Mid-term review and final independent evaluation are conducted												
Output 4.2.2	Lessons learned are shared with all relevant stakeholders for future project improvement												

CONTRACT No. 3000066736

between

**THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
(UNIDO)**

and

**LABORATORIO TECNOLÓGICO DEL URUGUAY
(LATU)**

UNIDO Project No.: 140297

This Contract comprises this cover page, a table of contents, twelve (12) pages of text and four (4) Annexes (A through D).

UNIDO
CMO/OSS/PRO

UNIDO Contract No. 3000066736



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Annex B : UNIDO Operational Guidelines
Annex C: UNIDO Privileges and Immunities
Annex D : UNIDO Terms of Reference dated 03 October 2018

A handwritten signature in black ink, consisting of a stylized 'C' followed by a series of loops and a final vertical stroke.



ANEXO 2

Toda la correspondencia relacionada con este Memorando será dirigida a:

MINISTERIO DEL AMBIENTE (MINAM): Lies Araceli Linares Santos Viceministra de Gestión Ambiental. Av. Miroquesada 425, Magdalena del Mar – Lima - Perú Tel: (511) 611-6000 Anexo: 1023 E-mail: llinares@minam.gob.pe saranibar@minam.gob.pe gbecerra@minam.gob.pe	En BCCC-SCRC: Q.F. Gabriela Medina/I.Q. Alejandra Torre Directora/ Co-directora Centro Coordinador del Convenio de Basilea- Centro Regional del Convenio de Estocolmo para América Latina y el Caribe Laboratorio Tecnológico del Uruguay (LATU) Av. Italia 6201 CP 11500 Montevideo, Uruguay Tel.: (+5982)6013724 ext 1158/1159/1278 Fax: (+5982)6013724 ext 1157 E-mail: gmedina.uruguay@gmail.com atorre@latu.org.uy info@ccbasailea-crestocolmo.org.uy
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PERÚ Ministerio
del Ambiente



Centro Coordinador Convenio Basilea
Centro Regional Convenio de Estocolmo
Para América Latina y el Caribe

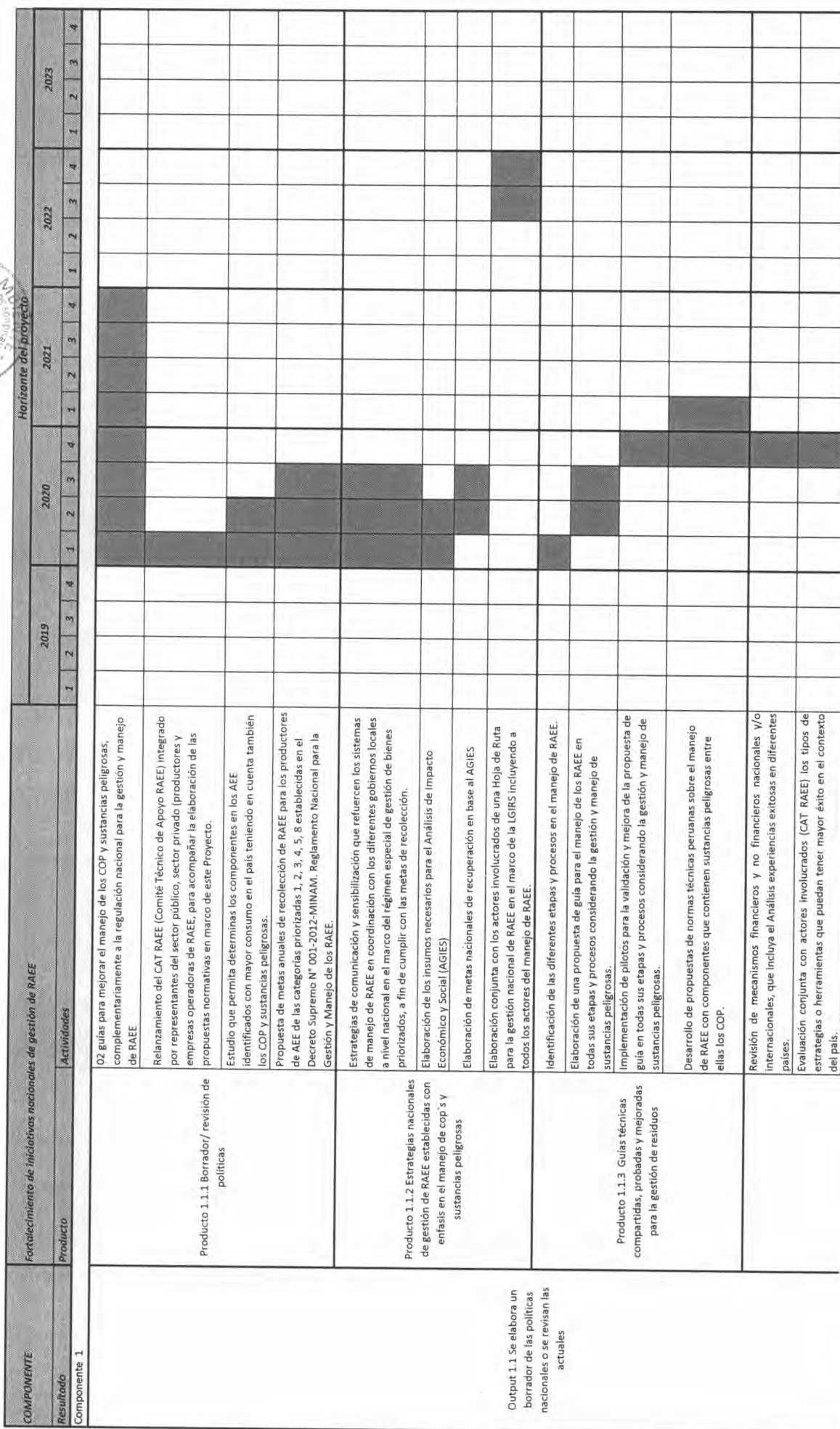
URUGUAY

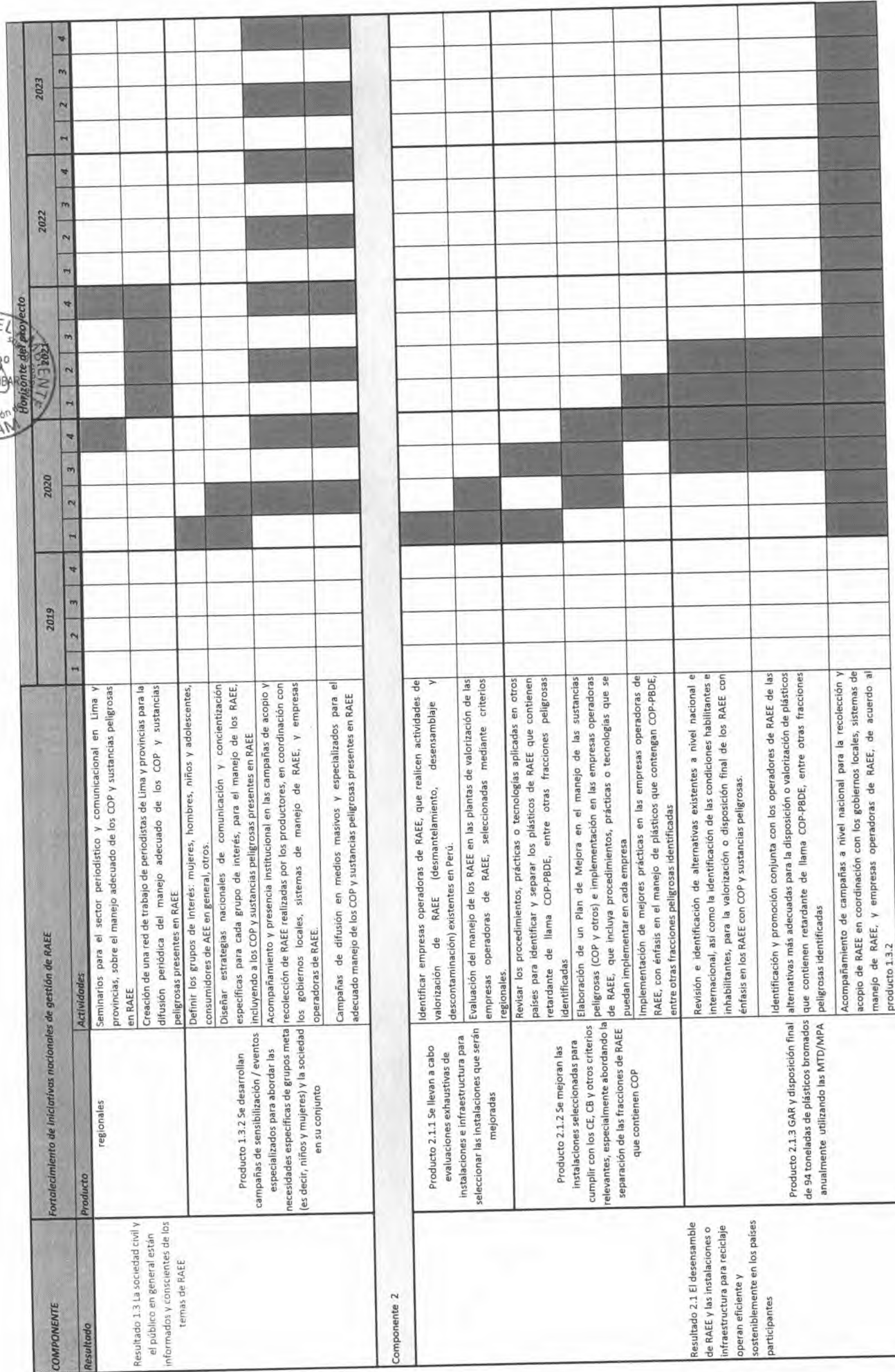


ANEXO 3

Plan de trabajo Perú







COMPONENTE	Fortalecimiento de iniciativas nacionales de gestión de RAEE	Horizonte del proyecto																			
		2019				2020				2021				2022				2023			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Resultado	Producto	Actividades																			
		Seguimiento de los informes de gestión de RAEE para una supervisión adecuada e implementación de incentivos.																			
		Identificar las mejores prácticas y los modelos existentes y exitosos a nivel nacional e internacional																			
	Producto 2.1.4 Se desarrollan modelos empresariales adecuados para asegurar la sostenibilidad de largo plazo de las instalaciones	Desarrollo de un modelo de negocio que garantice la sostenibilidad de las plantas de valorización RAEE, a largo plazo, que incluyan el manejo adecuado de los COP y otras sustancias peligrosas en RAEE																			

