

Contract
for Professional Services
between UNDP and RECETOX

Date: May 17, 2016

Dear Sir/Madam,

Ref.: PS 2016/05 – “Passive sampling of persistent organic pollutants (POPs) and emerging substances in seawater during the National Pilot Monitoring Studies and Joint Open Sea Surveys.”

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of Czech Republic (hereinafter referred to as the "Contractor") in order to perform services in respect of 'Passive sampling of persistent organic pollutants (POPs) and emerging substances in seawater during the National Pilot Monitoring Studies and Joint Open Sea Surveys' (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this letter;
- b) the General Conditions of Contract for Services, attached hereto as Annex I;
- c) the Terms of Reference, attached hereto as Annex II;
- d) the Contractor's Financial Proposal, attached hereto as Annex III;
- e) the Contractor's technical proposal [ref. #Quotation 2016/13/RFQ – “Passive sampling of persistent organic pollutants (POPs) and emerging substances in seawater during the National Pilot Monitoring Studies and Joint Open Sea Surveys”, dated 29 April 2016, document not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the key personnel indicated in its technical proposal referred to in 1.2.d above.

2.3 Any changes in the above key personnel shall require prior written approval of Ms. Marcela Fabianova, Water Programme Analyst in the UNDP IRH.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables / services specified hereunder according to the following schedule:

List deliverables / Specifications and Requirements

Delivery of consumables, completion of passive sampling on the board of the research vessel, provision of the training of local end users of passive sampling devices for 12 months monitoring programme in Odessa and Batumi May-June 2016

Delivery dates (every year for duration of the Contract)

Completion of services and provision of the completed Data Collection templates and Final Report 30 November 2016

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by courier to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of **USD 34,939 (Thirty-Four Thousand Nine Hundred and Thirty-Nine United States Dollars)**. The payments by UNDP will not be subject to Value Added Tax, in accordance with this Contract's Annex I to the General Conditions for Contracts and Services.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.5 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

| MILESTONE | AMOUNT (USD) |
|---|---------------------|
| (i) 80% of the contract value (estimated time frame: 15 June 2016) will be paid upon: -confirmed delivery of consumables to the research vessel (delivery confirmed by the Cruise Scientific Coordinator) -completion of the sampling work during the survey on board of the vessel (May-Jun 216) -provision of the training of local end users of passive sampling devices for 12 months monitoring programme in Odessa and Batumi | 27,951.20 |
| (ii) 20% of the contract value (estimated time frame: 30 November 2016 or earlier) will be paid upon: -completion of services and provision of the completed Data Collection Templates and Final Report | 6,987.80 |
| TOTAL | 34,939.00 |

All deliveries shall be confirmed by EMBLAS-II Project Team Leader.

Invoices shall indicate the milestones achieved and corresponding amount payable. Total amount might be reduced in case that quality and deadlines are not met as well as in case of reduction of quantities.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

UNDP Regional Bureau for Europe and the CIS
Key Plaza, Abide-i Hürriyet Cd.
Istiklal Sk. No:11 34381, Sisli, Istanbul, Turkey

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

Bank Account: 85636621/0100

Iban: CZ430100000000085636621

Swift Code: KOMBCZPPXXX

Bank Name: KOMERČNÍ BANKA, a.s.

Bank Account Holder Name: MASARYKOVA UNIVERZITA

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than **17 May 2016** and shall complete the Services not later than **31 December 2016**. Individual milestones for each calendar year are indicated in the Terms of Reference (Annex II).

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and the Manager, UNDP Istanbul Regional Hub.

9. Notifications

9.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name:

UNDP Istanbul Regional Hub

Address:

Regional Bureau for Europe and the CIS
Key Plaza, Abide-i Hürriyet Cd.
İstiklal Sk. No:11 34381, Sisli, İstanbul,
Turkey

Tel:

+90 (850) 2882 402

Email:

procurement.irh@undpd.org;
marcela.xxxxxx@undpd.org

For the Contractor:

Name:

Masaryk University, Faculty of Science,
Research Centre for Toxic Compounds in
the Environment

Address:

Research Centre for Toxic Compounds in
the Environment (RECETOX) Faculty of
Science, Masaryk University, Kotlarska
267/2, 611 37 Brno, Czech Republic

Tel:

+420-XXXXXXXX

Email:

xxxxxxxxxx@recetox.munidotcz

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,
Rastislav Vrbensky
Manager, Istanbul Regional Hub

Agreed and Accepted:

Signature _____

Name: **doc. RNDr. Jaromír Leichmann, Ph.D.**

Title: Dean of the Faculty of Science

Date: 20.7.2016

Prepared by: Murat Akin, Procurement Manager

Annex I
UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all i intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is

designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 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, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitative or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Terms of Reference (Description of Services)

Passive sampling of persistent organic pollutants (POPs) and emerging substances in seawater during the National Pilot Monitoring Studies and Joint Open Sea Surveys, organized by the EMBLAS-II project

BACKGROUND

The EU/UNDP Project ‘Improving Environmental Monitoring in the Black Sea’ (EMBLAS-Phase 2; EMBLAS-II), dedicated to the protection of the Black Sea environment is implemented in three Black Sea countries: **Georgia, Russian Federation and Ukraine**. The project is addressing the overall need for support in protection and restoring the environmental quality and sustainability of the Black Sea, with the following specific objectives:

- Improve availability and quality of Black Sea environmental data in line with the MSFD and Black Sea Strategic Action Plan (2009) needs;
- Improve partner countries' ability to perform marine environmental monitoring along MSFD principles, taking into account the Black Sea Diagnostic Report II recommendations on capacity building.

In this context, significant effort and resources will be put into the two project activities:

- PA 2. National Pilot Monitoring Studies (NPMS) - Development and implementation of NPMS for testing and harmonisation of developed by EMBLAS-I drafts of cost-effective National Black Sea Integrated Monitoring and Assessment Programmes (N-BSIMAPs) in accordance with reporting obligations under the WFD, MSFD and BSIMAP.
- PA 4. Joint Open Sea Surveys (JOSS) - Implementation of the Joint Black Sea Surveys methodology along the lines of the MSFD, WFD and BSIMAP.

The aim of these activities will be establishment of sustainable schemes for testing of separate parts of N-BSIMAPs and obtaining high quality new data via **National Pilot Monitoring Studies (NPMS) in the coastal and territorial waters and Joint Open Sea Surveys (JOSS) in the Exclusive Economic Zone (EEZ) open sea waters area of Black Sea countries**.

In the frame of the above mentioned Project Activities **two large scale national pilot surveys will be organised in May/June 2016, and 12 months NPMS in May 2016- May 2017** by the expert staff of the partner's country scientific institutes and their experts involved in the national monitoring.

Passive sampling will be applied as a monitoring tool for persistent organic pollutants in seawater onboard the survey ship from 17 May to 4 June 2016. Passive samplers can accumulate pollutants in a similar way as organisms do and concentrate sufficient amounts of pollutants from water for chemical analysis where spot sampling methods often fail. The application of temporally- and spatially-integrative sampling approach will result in samples that provide a representative picture of pollution situation in defined stretches (5) along the Black Sea transects in the Ukrainian and Georgian coastal and territorial waters and from Odessa to Batumi and from Batumi to Constanta (cf. Time schedules below).

The water sampling period will take approximately 4 days for each sampling stretch. During such period the ship will move across the Black Sea along a defined stretch. The obtained sample will contain water pollutants integrated in time and space along that stretch. Samplers will be exchanged every 4 days, which will result in total of 5 samples representing 5 stretches along the Black Sea transects.

An independent set of passive samplers will be installed for a longer time observations at two sites in Ukraine (Odessa bay; Zmeyniy island) and two sites in Georgia (Batumi, Sarp) in the period May

2016 - April 2017. It is expected that two long-term samples will be analysed from each of the sampling stations.

TIME SCHEDULE OF MONITORING CRUISES

National Pilot Monitoring Studies (NPMS) 2016

The first NPMS in Ukraine and Georgia will be carried out with a survey ship Mare Nigrum at pre-selected 15 sampling sites in the respective coastal and territorial waters of Ukraine and Georgia (cf. Table 3 and Figure 1 below). A separate ship (not subject of this tender) will carry out NPMS in parallel in the Russian Federation.

Time schedule of NPMSs

Start - end of NPMS Ukraine: 17 May 2016 in Odessa, Ukraine (arrival to Odessa on 16 May 2016); end of NPMS on 22 May 2016 in Odessa.

Duration: 6 days

Start - end of NPMS Georgia: 27 May 2016 in Batumi, Georgia (arrival to Batumi on 26 May 2016); end of NPMS on 31 May 2016 in Batumi.

Duration: 5 days

Time schedule of NPMS GE/UA - 12 months monitoring programme

Start - end: April 2016 - May 2017

For location of sites see Fig. 1 and Fig. 2 below.

Joint Open Sea Survey (JOSS) 2016

After finalising NPMS in Ukraine the survey ship Mare Nigrum will perform a cruise from Odessa (Ukraine) to Batumi (Georgia), stopping at 13 sites for sampling of a wide range MSFD indicators in deep water area of the central part of the Black Sea (cf. Figure 3 below).

After finalising NPMS in Georgia the ship will perform a cruise from Batumi to its port of origin, stopping at 13 sites for sampling of a wide range MSFD indicators in deep water area of the central part of the Black Sea.

Time schedule of JOSS

Start in Odessa on 23 May 2016; arrival to Batumi on 26 May 2016.

Start in Batumi on 1 June 2016; arrival to the home port Constanta on 4 June 2016.

Scientific crew: 20 researchers from Black Sea countries and European Union member states.

REQUIRED SERVICES

In order to carry out the planned NPMSs and JOSS UNDP is seeking a reference laboratory to carry out:

- Passive sampling and chemical analyses of passive samplers from water for a range of persistent organic pollutants including polychlorinated biphenyls (PCBs), hexachlorobenzene, organochlorine pesticides, polybrominated diphenylethers (PBDEs), novel brominated flame retardants, currently used pesticides, perfluorinated compounds and pharmaceuticals (cf. Table 1). The list must include as many as possible WFD Priority Substances.
- Training of local end users of passive sampling devices for 12 months monitoring programme in Ukraine and Georgia will be delivered during the respective stops of the survey ship in Odessa and Batumi.

The tenderer is required to provide:

1. Passive sampling equipment with all needed consumables, chemicals and spare parts needed for handling of samples on board of the survey ship.
2. Passive sampling equipment with all needed consumables and spare parts needed for handling of samples during the two surveys within the 12 months NPMS monitoring programme in Ukraine and Georgia.

3. Sufficient number of containers for storage of all passive samplers and boxes with cooling inserts for their shipment via courier (shipment will be arranged by the project).

Reporting templates will be provided by the UNDP before the start of the surveys.

THE SUPPLIER NEEDS TO COMPLY WITH THE FOLLOWING MINIMUM REQUIREMENTS:

1. The laboratory must be accredited according to ISO 17025 for analysis of organic substances in environmental samples. A copy of the accreditation must be enclosed to the tender documents.
2. The laboratory has participated in minimum three MSFD or WFD implementation related projects involving passive sampling of organic substances in the marine environment in the past five years. A documented proof of participation in such projects must be a part of the tender documentation.
3. The laboratory must have available all analytical equipment (list to be provided) needed for analysis of trace organic pollutants listed in Table 1 / Table 2 in marine environmental samples and provide a list of relevant methodologies for sample analysis.
4. The laboratory must have available and provide detailed standard operational procedures (SOPs) for (a) passive sampling during the NPMS and JOSS and (b) four sites (two in Ukraine and two in Georgia) during their respective 12 months NPMS programmes.
5. The tenderer will be able to ensure that all necessary sampling and sample preparation devices, consumables, chemicals and spare parts related to the sampling programme will be delivered in line with the cruise schedule to :

GeoEcoMar /MV Mare Nigrum
Blv. Mamaia, Nr. 304, Constanta, RO-900581, ROMANIA
Notification to: MARGRAIN SHIPPING AND TRADING
Mr. Cristian XXXXXX / XXXXXX@margraindotro

6. A training of local end users of passive sampling devices for 12 months monitoring programme in Ukraine and Georgia will be delivered during the respective stops of the survey ship in Odessa and Batumi.

Table 1:

| List of groups of substances to be analysed by passive samplers within NPMS and JOSS in five integrated coastal, territorial and EEZ water samples No. | Group of substances |
|---|--|
| 1 | Polychlorinated biphenyls (PCBs) |
| 2 | Hexachlorobenzene |
| 3 | Organochlorine pesticides |
| 4 | Polybrominated diphenyl ethers (PBDEs) |
| 5 | Novel brominated flame retardants |
| 6 | Currently used pesticides |
| 7 | Perfluorinated compounds |
| 8 | Pharmaceuticals |
| TOTAL | |

Table 2:

| List of groups of substances to be analysed by passive samplers within the 12 months NPMS monitoring programmes in Ukraine and Georgia in four water samples No. | | Group of substances |
|---|--|---------------------------------------|
| 1 | | Polychlorinated biphenyls (PCBs) |
| 2 | | Hexachlorobenzene |
| 3 | | Organochlorine pesticides |
| 4 | | Polybrominated diphenylethers (PBDEs) |
| 5 | | Novel brominated flame retardants |
| 6 | | Currently used pesticides |
| 7 | | Perfluorinated compounds |
| 8 | | Pharmaceuticals |
| TOTAL | | |

UNDP reserves the right to alter the number of samples.

Table 3. List of the 56 sampling NPMS and JOSS sites with coordinates. **No. of site**

| No. of site | Description | Sites Coordinates | | Depth [m] |
|--------------------|----------------------------|--------------------------|----------------------|------------------|
| | | Latitude (N) | Longitude (E) | |
| 1 | Test location | 46°12,0' | 30°49,0' | 25 |
| 2 | Dnister region | 46°0,0' | 30°42,0' | 15 |
| 3 | Dnister region | 45°50,0' | 30°18,0 | 15 |
| 4 | NWBS | 45°30,4' | 30°30,3' | 20 |
| 5 | Danube region | 45°31,0' | 29°50,0' | 18 |
| 6 | Danube region | 45°20,0' | 29°50,6' | 20 |
| 7 | Danube region | 45°12,0' | 29°48,6 | 25 |
| 8 | NWBS | 45°10,0' | 31°00,6 | 50 |
| 9 | Zernov's Phyllophora Field | 45°40,0' | 31°15,0' | 40 |
| 10 | Zernov's Phyllophora Field | 45°50,0' | 31°00,6 | 30 |
| 11 | NWBS | 46°00,0' | 31°15,0' | 30 |
| 12 | Tendra spit | 46°20,0' | 31°29,0' | 20 |
| 13 | Dnepr region | 46°35,0' | 31°27,7' | 10 |
| 14 | Damping region | 46°25,8' | 31°01,0' | 20 |
| 15 | Odessa bay | 46°31,6' | 30°47,5' | 20 |
| 16 | | 44°50' | 31°18' | 150 |
| 17 | | 44°35' | 31°25' | 500 |
| 18 | | 44°20' | 31°30' | 1000 |
| 19 | | 44°35' | 31°45' | 1500 |
| 20 | | 43°05' | 32°10' | 2000 |
| 21 | | 43°05' | 33°00' | 2000 |
| 22 | | 43°05' | 33°50' | 2000 |
| 23 | | 43°05' | 34°40' | 2000 |
| 24 | | 43°05' | 35°30' | 2000 |
| 25 | | 43°05' | 36°20' | 2000 |
| 26 | | 42°43' | 37°27' | 2000 |
| 27 | | 42°20' | 39°30' | 1900 |
| 28 | | 42°00' | 40°10' | 1700 |
| 29 | | 41°47' | 40°45' | 1500 |

| | | | |
|----|--------|--------|------|
| 30 | 41°47' | 41°30' | 500 |
| 31 | 41°47' | 41°15' | 1000 |
| 32 | 41°50' | 40°30' | 1800 |
| 33 | 42°15' | 39°50' | 1900 |
| 34 | 42°23' | 38°35' | 2000 |

| No. of site | Description | Sites Coordinates | Depth [m] | |
|-------------|-----------------|-------------------|-------------------|-------------------|
| 35 | 43°05' | 35°55' | 2000 | |
| 36 | 43°05' | 35°05' | 2000 | |
| 37 | 43°05' | 34°15' | 2000 | |
| 38 | 43°05' | 33°25' | 2000 | |
| 39 | 43°05' | 32°35' | 2000 | |
| 40 | 43°15' | 31°50' | 2000 | |
| 41 | 43°55' | 31°40' | 2000 | |
| 42 | Gonio – 1 | 41°33,49' | 40 | |
| 43 | Gonio – 2 | 41°33,63' | 80 | |
| 44 | Batumi - 1 | 41°39,90' | 40 | |
| 45 | Batumi – 2 | 41°40,31' | 80 | |
| 46 | Batumi – 3 | 41°42,60' | 41°32,37' | Outside the shelf |
| 47 | Cikhisdziri – 1 | 41°45,63' | 40 | |
| 48 | Cikhisdziri – 2 | 41°45,68' | 80 | |
| 49 | Kobuleti - 1 | 41°54,21' | 40 | |
| 50 | Kobuleti - 2 | 41°53,95' | 80 | |
| 51 | Kobuleti – 3 | | Outside the shelf | |
| 52 | Poti – 1 | 42°7,42' | 80 | |
| 53 | Poti – 2 | 42°7,23' | 41°35,60' | Outside the shelf |
| 54 | Anaklia - 1 | 42°22,38' | 40 | |
| 55 | Anaklia – 2 | 42°22,38' | 80 | |
| 56 | Anaklia – 3 | 42°22,19' | 41°29,85' | Outside the shelf |

Fig.1 An overview map of NPMS Ukraine (blue triangles), NPMS Georgia and JOSS Georgia-Ukraine (green circles). In JOSS GE-UA, 17 stations are in the EEZ of Turkey. Red circles indicate JOSS carried out independently by the scientific team of Russian Federation.