

Terms of Reference (TOR)

Consultancy Information

Assignment: Consultant to undertake a review and make recommendations for the future phase of the “Water in the World We Want” project

Report to: Senior Researcher, Water and Policy, UNU-INWEH

Duty station: Home based

Duration of assignment: No more than 12 working days

Contract period: 1 July – 10 October 2018

Organizational Background

United Nations University:

The United Nations University (UNU) is an international community of scholars, engaged in research, postgraduate teaching and capacity development and dissemination of knowledge in furthering the purposes and principles of the Charter of the United Nations. The mission of UNU is to contribute, through research and capacity building, to efforts to resolve the pressing global problems that are the concern of the United Nations and its Member States. For more information please visit <http://unu.edu>

United Nations University Institute for Water, Environment and Health (UNU-INWEH):

The UNU Institute for Water, Environment and Health (<http://inweh.unu.edu/>) is a member of the UNU family of organizations. Its vision is a world free of water problems where sustainable human development and environmental health and security are assured for all. Its mission is to help resolve pressing water challenges that are of concern to the United Nations, its Member States, and their people. UNU-INWEH pursues its mission through critical analysis and synthesis of existing bodies of scientific discovery; targeted research that identifies emerging policy issues; application of on-the-ground scalable science-based solutions to water issues; and global outreach. UNU-INWEH is the only entirely-water focused Institute within the UNU System, and the only entirely water-related UN entity in Canada. UNU-INWEH is supported by the Government of Canada and hosted by McMaster University.

UNU-INWEH works on several broadly defined, interconnected thematic areas (projects): Water-related Sustainable Development Goals; Unconventional Water Resources, Water Security and Nexus, Managing Water-related Health Risks, and Managing Water Resources Variability and Risks for Increased Resilience (<http://inweh.unu.edu/current-projects/>). Climate change, gender dimensions and capacity building are the cross-cutting themes.

Assignment Background/Rationale

It is internationally recognized that there is an urgent need to provide policy makers and government leaders in the water and sanitation sectors with ways to accelerate the progress towards SDG 6 success.

A project titled “Water in the World We Want” began in 2016 and aims to enable evidence-based collaboration between experts and decision makers, and to promote commitment to strengthening the enabling environment around national water management, with the final aim of achieving early success against SDG 6.

The key product of this project is the SDG Policy Support System (SDG PSS). The SDG PSS is intended to support national governments to assess and track 6 components that are critical for effective enabling environments for water-related sustainability, comprising: gender mainstreaming, financing, risk reduction and resilience mainstreaming, capacity, integrity, and policy and institutional strength.

The project engaged with five trial countries – the Republic of Korea, Ghana, Costa Rica, Pakistan and Tunisia. Engagement is primarily through a champion system, with one policy maker and one expert or scientist in each country promoting the project. The project is ending with a final workshop in Canada in September 2018.

The specific project outputs included the following:

1. A Sustainable Development Goal Policy Support System
2. National workshops in 5 countries
3. Nationally-led events in several trial countries over 2017 and 2018
4. A policy brief and a submitted academic journal article.

Purpose of the Assignment

As this project focused on a trial, it is important that an independent assessment or evaluation takes place, and that lessons are extracted from the trial process and delivered to key stakeholders in order to add to the project impact. Therefore, UNU-INWEH are calling for a specialist consultant.

The report delivered by the consultant will inform the final workshop of the trial, to take place in Ottawa, Canada in September 2018

Scope of work

A specialist is required to provide assessment of project processes at its end-point, in order to first highlight lessons learned, and second, recommend critical foci for a follow-up phase of the project and potential future strategies that partners can employ to increase the impact of the project outcomes.

Project documentation will be made available and an overall summary, including a report of progress against the project logframe, will be provided by the project manager based at UNU-INWEH.

Evaluation Questions

This evaluation seeks to answer, but is not limited to, the following which are focused around the evaluation criteria of relevance, innovation and effectiveness

Relevance - *the extent to which the activities and products of the trial were useful and contributed to national priorities and realities*

- how project mechanism – including the champion mechanism- and activities have worked in each trial and assess whether they provided the most effective route towards the intended results;
- Review the problem addressed by the project and the underlying assumptions. Review the effect of any incorrect assumptions or changes to the context to achieving the project results as outlined in the project document.
- Review how the project addressed country priorities and plans;
- Review how trial stakeholders in each country see future phases of this project under national control after 2018, particularly with relevance to the key product, the SDG Policy Support System (SDG PSS)

Innovation - *the extent to which the activities and products of the trial gave stakeholders new and useful ways to work with SDG 6*

- Review which project actions and products were new to trial stakeholders and whether they will recommend to their governments and organisations that these will be harnessed in the future
- Review shortcoming sin innovations and summarise suggestions for improvement in future phases

Effectiveness - the extent to which the programme has achieved its intended outputs and objectives

- Review if the project has been appropriately responsive to political, legal, economic, institutional, etc., conditions in trial countries;
- Review if the project approach has produced demonstrated successes focusing on achievement and weakness, and give recommendations for future improvements;
- Assess if the project has made strategic use of coordination and collaboration with other national institutions and with other donors in the country/region to increase its effectiveness and impact;

Methodology

It is expected that the specialist will undertake:

- Interviews with project champions from 5 countries to understand issues around relevance, effectiveness and innovation. : i) how they think the “champion” system and other project mechanisms have worked in their trial; ii) how they see the future of this project under national control after 2018, particularly with relevance to the key product, the SDG Policy Support System (SDG PSS); and iii) “lessons learned”, particularly focusing on the ways in which the champions have engaged stakeholder in their own countries into the project, and which nationally driven methods proved most effective in which contexts
- Several interviews with key stakeholders in different trial countries who attended national project workshops in 2017. These may shed light on if and how this project impacted on their own agendas and work for SDG 6 at national level
- Discussions with project partners in Canada and Republic of Korea to understand key priorities for a potential next phase of the project
- A synthesis of written material and the key product, the online SDG PSS, to find potential gaps or weaknesses in project outputs

Deliverables, timeframe and payment schedule

It is then expected that, drawing on these and other tasks, the specialist will:

- Write a final report that analyses how the trial was rolled out; the experiences of trial countries; the potential value of the written products and the SDG PSS that were the outputs of the project;
- Include in the report lessons for other international agencies, including UN agencies, looking to roll out SDG projects in low, middle and high income countries, summarising what other international and national stakeholders could take on or learn from this project;
- Recommendations to project managers and project partners about what a next phase could focus on and aim for, who it might target and who it might partner with for maximum impact.

The consultant will begin no earlier than 1 July 2018.

The specialist will not be expected to travel for this evaluation, with all contact with project stakeholders being done virtually. However, it is possible that the consultant will be asked to attend the final project workshop in Ottawa in September. This can be discussed on appointment and as an additional activity.

The deliverables will be:

- a draft final report, presented in a virtual summary meeting with project partners, to explain the final draft of the report before the final workshop and then make any adjustments based on partner requests.
- A final report, no more than 20 pages, reviewed to take into account points made at the final workshop in September 2018;
- The handover of supporting material as appropriate, including data collected.

It is anticipated that a draft report, to be presented at the final workshop, will take not more than 10 working days. The report will be delivered as a final draft by the 3rd September 2018. After the final workshop, feedback and new

ideas will be incorporated into the report, taking no more than 2 additional days, with final delivery by 10th October 2018.

The suggested table of contents of the evaluation report is as follows:

- *Title*
- *Table of contents*
- *Acronyms and abbreviations*
- *Executive Summary*
- *Introduction Background and context*
- *Evaluation scope and objectives*
- *Evaluation approach and methods*
- *Data analysis*
- *Findings and conclusions of 5 country trial*
- *Lessons learned*
- *Recommendations: implementation and future phases*
- *Annexes*

Payment will be made on the delivery of written acceptance of the report by the UNU-INWEH project manager and the completion of the summary meeting.

Evaluation team composition and required competencies

The evaluator will be hired as a consultant.

Required Qualifications

- A Master or PhD in the field of water policy, water management policy or closely related field;
- A minimum of seven (7) years' relevant professional experience;
- Experience in evaluating United Nations projects/trials and developing learning products, with preference given to specialists who have had experience evaluating water related projects in the past;
- Experience in interviewing project stakeholders to gain key information for evaluation;

Corporate Competencies:

- Demonstrates integrity by modelling the UN's values and ethical standards;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Treats all people fairly without favouritism.

Technical Competencies:

- Demonstrated ability to coordinate processes to collate information and facilitate discussion and analysis of material;
- Technical competencies in undertaking multi-stakeholder evaluations;
- Demonstrated strong research and analytical skills;
- Strong facilitation and collaborative skills;
- Strong report writing and communication skills.

Professionalism:

- Demonstrated ability to meet deadlines and work under pressure;
- Demonstrated excellent organizational skills.

Language:

- Fluency in oral and written English; knowledge of Spanish and French language is an added advantage.

Conditions of Service for Consultant or Individual Contractor Contract

Legal Status

1. The Contractor shall have the legal status of an independent contractor vis-à-vis the United Nations University (“UNU”), and shall not be regarded, for any purposes, as being either a “staff member” of the United Nations, under the Staff Regulations and Rules of the United Nations, or an “official” of the United Nations, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between the UNU and the Contractor. The personnel, officials, representatives, employees or subcontractors of the UNU and of the Contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and the UNU and the Contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. The Conditions of Service for the Contract shall be an integral part of the Personnel Policy of the United Nations University approved by the UNU Council at its fiftieth Session on 5 December 2003 amended at its fifty-sixth session in December 2009, and further amended at its sixty-third session in May 2015.

Standards of Conduct

3. The Contractor shall neither seek nor accept instructions from any authority external to the UNU in connection with the performance of its obligations under the Contract. Should any authority external to the UNU seek to impose any instructions on the Contractor regarding the Contractor’s performance under the Contract, the Contractor shall promptly notify the UNU and shall provide all reasonable assistance required by the UNU. The Contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of the UNU, and the Contractor shall perform his/her obligations under the Contract with the fullest regard to the interests of the UNU. The Contractor warrants that he/she has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, member of the personnel, employee or other agent of the UNU. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/her obligations under the Contract.
4. The Contractor shall comply with the standards of conduct set forth in the Secretary- General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.
5. The Contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of the UNU to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

Title Rights

6. The UNU 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 is made in consequence of, the services provided to the University by the contractor. At the request of the UNU, contractors shall assist in securing such property rights and transferring them to the UNU in compliance with the requirements of the applicable law.

Confidential Nature of Documents and Information

7. Information and data that are considered proprietary by either the UNU or the Contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of the UNU, the Contractor may disclose Information to the extent required by law, *provided that* the Contractor will give the UNU sufficient prior notice of a request for the disclosure of Information in order to allow the UNU to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. The UNU may disclose Information to the extent as required pursuant to the Charter of the United Nations University, Statutes, regulations, rules or policies. 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. 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.

Travel, Medical Clearance and Service-Incurred Death, Injury or Illness

8. The UNU may require the Contractor to submit a statement of good health prior to commencement of work in any offices or premises of the UNU or before engaging in any travel required by the UNU or connected with the performance of the Contract. The Contractor shall provide such a statement of good health as soon as practicable following such request, and prior to engaging in any such travel, and the Contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.
9. In the event of the death, injury or illness of the Contractor which is attributable to the performance of services on behalf of the UNU under the terms of the Contract while the Contractor is travelling at UNU expense or is performing any services under the Contract in any offices or premises of the UNU, the Contractor or the Contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under Appendix D to the United Nations Staff Rules (ST/SGB/Staff Rules/Appendix D/Rev.1 and Amend.1).

Prohibition on Assignment; Modifications

10. The Contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UNU, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of agreement concerning any goods or services to be provided under the Contract shall not be valid and enforceable against the UNU nor in any way shall constitute an agreement by the UNU thereto, unless any such undertakings, licenses or other forms of agreement are the subject of a valid written undertaking by the UNU. No modification or change in the Contract shall be valid and enforceable against the UNU unless provided by means of a valid written amendment to the Contract signed by the Contractor and an authorized official or appropriate contracting authority of the UNU.

Subcontractors

11. In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the UNU for any such subcontractors. The UNU may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefor, and such rejection shall not entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non- performance, of any of its obligations under the Contract. The Contractor shall be solely responsible for all services and obligations performed by his/her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

Use of Name, Emblem or Official Seal of the United Nations

12. The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that he/she has a contractual relationship with the UNU, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of the United Nations University, or any abbreviation of the name of the United Nations University, in connection with his/her business or otherwise without the written permission of the UNU.

Indemnification

13. The Contractor shall indemnify, defend, and hold and save harmless the UNU, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by the UNU of any patented device, any copyrighted material or any other goods or services provided to the UNU for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

Insurance

14. The Contractor shall pay the UNU promptly for all loss, destruction or damage to the property of the UNU caused by the Contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his/her obligations under the Contract, as well as for arranging, at the Contractor's sole expense, such life, health and other forms of insurance as the Contractor may consider to be appropriate to cover the period during which the Contractor provides services under the Contract. The Contractor acknowledges and agrees that none of the insurance arrangements the Contractor may make shall, in any way, be construed to limit the Contractor's liability arising under or relating to the Contract.

Encumbrances and Liens

15. 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 UNU against any monies due to the Contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor.

Force Majeure; Other Changes in Conditions

16. 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 UNU of such occurrence or cause if the Contractor is thereby rendered unable, wholly or in part, to perform his/her obligations and meet his/her responsibilities under the Contract. The Contractor shall also notify the UNU of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with his/her performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Contractor shall also submit a statement to the UNU of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, the UNU shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform any obligations under the Contract.
17. If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform his/her obligations and meet his/her responsibilities under the Contract, the UNU shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, the UNU shall be entitled to consider the Contractor permanently unable to perform his/her obligations under the Contract in the case of the Contractor's suffering any period of suspension in excess of thirty (30) days.
18. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

Duration

19. The Contractor shall be required to perform specific, results-oriented functions within a prescribed time frame consistent with the work plan of the office concerned. Duration of the contract shall be directly linked to the terms of reference and work assignment set out in the Contract.
20. The services of a consultant shall be limited to twenty-four months of accrued service within a period of thirty-six calendar months. The services of an individual contractor shall be limited to nine months of accrued service within a period of twelve calendar months.

Termination

21. Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. The UNU may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Contractor is granted a moratorium or a stay or is declared insolvent; the Contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Contractor; (d) the Contractor offers a settlement in lieu of bankruptcy or receivership; or (e) the UNU reasonably determines that the Contractor has become subject to a materially adverse change in his/her financial condition that threatens to endanger or otherwise substantially affect the ability of the Contractor to perform any of his/her obligations under the Contract.
22. In the event of any termination of the Contract, upon receipt of notice of termination by the UNU, the Contractor shall, except as may be directed by the UNU in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to the UNU thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that the UNU may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which the UNU has or may be reasonably expected to acquire an interest.
23. In the event of a Contract being terminated prior to its due expiry date in this way, the Contractor shall be remunerated on a pro rata basis for no more than the actual number of days worked or amount of work performed to the satisfaction of the UNU in accordance with the requirements of the Contract. Additional costs incurred by the UNU resulting from the termination of the Contract by the Contractor may be withheld from any amount due to him or her by the UNU.

Non-Exclusivity

24. The UNU shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

Taxation

25. Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including UNU, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, 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 exemptions of the UNU from such taxes, restrictions, duties or charges, the Contractor shall immediately consult with the UNU to determine a mutually acceptable procedure. The UNU shall have no liability for taxes, duties or other similar charges payable by the Contractor in respect of any amounts paid to the Contractor under this Contract, and the Contractor acknowledges that the UNU will not issue any statements of earnings to the Contractor in respect of any such payments.

Settlement of Disputes

26. The UNU and the Contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the parties in writing.
27. Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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.

Privileges and Immunities

28. Nothing in or relating to this Contract shall be deemed to be a waiver, express or implied, of any of the privileges and immunities of the United Nations or of UNU, which is an autonomous organ of the General Assembly thereof.