



## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: August 16<sup>th</sup>, 2021.

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**Country:** Panama

**Description of the assignment:** The researcher/consultant will conduct a Qualitative Study on Family Violence and LGBT and potentially QI+ Youths in Selected Caribbean Countries. The assignment is planned to start in June for 6 months for 90 working days. The consultant/expert will work under the overall guidance of the Gender Team Leader, a.i., Regional Bureau for Latin America and the Caribbean (RBLAC), and the direct supervision of the Regional Coordinator on Projects on VAWG, RBLAC and Spotlight Caribbean Regional Coordinator. Additionally, the consultant will work closely and under the guidance of the RBLAC's HIV, Health and Development Cluster.

**Project name:** Spotlight Initiative Regional Programme in the Caribbean.

**Period of assignment/services (if applicable):** 6 months

Technical and financial proposal should be submitted at the following email [procurement.rblac.regionalhub@undp.org](mailto:procurement.rblac.regionalhub@undp.org), **Subject: 18906 RSC 2021 – Conduct a Qualitative Study on Family Violence and LGBT Youths in Selected Caribbean Countries** no later than the 15:00 hours, August 30<sup>th</sup>, 2021 (GTM-5) time of the Republic of Panama.

Any request for clarification must be sent by standard electronic communication to the e-mail indicated above no later than **August 24, 2021**. Procurement Unit RSC LAC will respond by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

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### 1. BACKGROUND

The European Union and the United Nations have launched the Spotlight Initiative (SI), a multi-year program aimed at addressing all forms of violence against women and girls (VAWG), and harmful practices globally. The SI follows a transformative and evidence-based approach, addressing unequal power relations between men and women and focusing on gender equality and women's

empowerment, as well as ending impunity for VAWG. In line with the principles of the 2030 Agenda for Sustainable Development, this initiative follows a human rights-based approach and takes into consideration the specific needs of women and girls who experience multiple and intersecting forms of discrimination based on gender, inter alia, race, sexuality, disability and class, etc., and uphold the principle of “leaving no one behind.”

The SI is deploying targeted, large-scale investments to eliminate all forms of VAWG in Africa, Asia, the Caribbean, Latin America and the Pacific in six pillars: 1) Legislation and Policy Frameworks; 2) Strengthening institutions; 3) Prevention and Social norms; 4) Delivery of high-quality essential Services; 5) Data availability and capacities, and 6) Supporting the Women’s Movement, with special emphasis on Prevention and Essential services.

In the Caribbean, the programme focuses on family violence (FV), which involves physical, social, sexual, economic, psychological/emotional abuse and acts of aggression within relationships that are considered as family connections or akin to family. The SI in the Caribbean is working with governments and civil society organizations to prevent FV by raising awareness, establishing and implementing laws and policies and improving quality essential services for survivors and data management in six countries (Belize, Grenada, Haiti, Jamaica, Guyana and Trinidad and Tobago) plus a regional programme. The Initiative is aligned with the Caribbean Community’s Strategic Plan 2015-2019 as it seeks to ensure economic and social resilience in a unified Community where all people, with particular attention to the most vulnerable, can live lives free of violence. It will support the implementation of the CARICOM Gender Equality and Prevention of Violence against Children (PVAC) strategies, as well as to inform COVID-19 recovery strategies given the current and anticipated surge in cases of family violence against women and girls.

This assignment comes under pillar 5 of the Spotlight Initiative: outcome 5: Quality, disaggregated and globally comparable data on different forms of VAWG, including family violence, is collected, analyzed and used in line with international standards to inform laws, policies and programmes, output 5.2: Quality prevalence and/or incidence data on VAWG is analyzed and made publicly available for the monitoring and reporting of the SDG targets 5.2 and 5.3 indicators to inform evidence-based decision making, and activity 5.2.3: Map existing KAP evidence regarding norms and behaviours around VAWG and family violence in the Caribbean, identify gaps in information and population groups (e.g., traditional leaders, men and adolescent boys, girls and boys under the age of 15, SOGI community, persons living with HIV and STIs, service providers/professional unions, different forms of gendered family violence, etc.) and recommend areas for inclusion and/or indicators in on-going and planned evidence generation activities.

While most violence prevention and response programmes focus on heterosexual and cisgender women and girls, the experiences and needs of lesbian, gay, bisexual, transgender, queer and intersex (LGBTQI+) persons are often not addressed and, in most cases the support offered to them is limited. Family violence experienced by LGBTQI+ persons is mostly related to their sexual orientation or gender identity or because they step out of social norms that define ideals about masculinity and femininity. Such incidents of violence often go underreported and even in the rare cases when they are in fact reported, national systems do not have mechanisms in place to respond to effectively protect LGBTQI+ persons or minimize the risk for revictimization. There is a lack of sufficient data on the situation of LGBTQI+ youth in the Caribbean, which is needed for stakeholders to make informed and evidence-based decisions and take appropriate measures to address their needs.

In response, UNDP seeks to carry out a study focusing on protection and response to FV experienced by LGBT Youth, noting that including IQ+ youths will be determined depending on the feasibility of reaching them. This will be done through the collection of quality, disaggregated data that will follow regional similarities in efforts to collect regional comparability on different forms of VAWG, including FV in line with international standards to inform laws, policies and programmes.

**Assignment Objective:**

UNDP RBLAC is looking for a qualified researcher/consultant to Conduct a Qualitative Study on Family Violence and LGBT and potentially QI+ Youths in Selected Caribbean Countries. The assignment is planned to start in June for 6 months for 90 working days. The consultant/expert will work under the overall guidance of the Gender Team Leader, a.i., Regional Bureau for Latin America and the Caribbean (RBLAC), and the direct supervision of the Regional Coordinator on Projects on VAWG, RBLAC and Spotlight Caribbean Regional Coordinator. Additionally, the consultant will work closely and under the guidance of the RBLAC's HIV, Health and Development Cluster.

Under pillar 5 of the SI Regional Programme in the Caribbean, UNDP seeks to conduct a qualitative study to determine how existing public policies and legislative frameworks on FV address the needs of LGBT youth in selected Caribbean countries. It will also explore existing support systems that help LGBT youth with their needs and wellbeing.

## **2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK**

Under the overall guidance of Gender Team Leader, a.i., RBLAC, and the direct supervision of the Regional Coordinator on Projects on VAWG RBLAC, Spotlight Caribbean Regional Coordinator and working closely with RBLAC's HIV, Health and Development Cluster the consultant will deliver the following:

- A. Submission of study outline including methodology and guideline for research ethics, after discussion with UNDP RBLAC team. The study will answer the below research questions:
- B. Submission of draft Desk Review on available literature on LGBT youths' situation in the Caribbean specifically in the identified sample countries.
- C. Data collection:
- D. Submit first draft of the study.
- E. Submit final draft of the study.
- F. Lead workshop to present study findings.

For detailed information, please refer to Annex I

### 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

#### I. Academic Qualifications:

- Degree in Social Sciences, Gender Studies, Development Studies, Human Rights, Sociology, or related field. Bachelors' degree with two additional years of relevant work experience will be considered. Completion of high school (secondary school) with five additional years of relevant work experience will be considered.

#### II. Years of experience:

- Verifiable professional experience in conducting research on violence against women and girls (VAWG), LGBTQI+ and other related fields at national and/or regional levels.
- Verifiable interviewing and facilitation expertise in conducting qualitative research the topics of GBV/VAW or other sensitive issues.
- Verifiable experience working on EVAW/LGBTQI+ related activities/projects.
- Verifiable experience working with the United Nations system
- Verifiable experience working in the Caribbean region.

#### III. Competencies:

- Must have good communication, writing and editing skills in English (essential) and French and/or Spanish.

### 4. INSTITUTIONAL ARRANGEMENTS

- The work of the consultancy will be supervised by the Gender Team Leader a.i. of the UNDP RBLAC, the Gender Policy Specialist on Ending VAWG of the UNDP RBLAC, and RBLAC's HIV, Health and Development Cluster.
- The delegated supervisors will review the products presented by the consultant. They will communicate the approval or any observations that may exist regarding the work within approximately 10-15 working days after receipt of the deliverables. Then, the consultant can respond and adjust the work within approximately 5 working days, or the time agreed with the supervisors.
- All products and background information compiled by the consultant are the property of UNDP. For the use of all or part of the documents for other consultancy or work, written permission must be obtained from UNDP.

## 5. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS

Please submit the following documents to demonstrate your interest and qualifications by explaining why you are the most suitable for the post:

- I. **Cover Letter:**
  - i. Explaining why they are the most suitable for the work
  - ii. Provide a brief methodology on how they will approach and conduct the work (if applicable)
- II. **Personal CV** including experience in similar projects and at least 3 references
- III. **Finance Proposal (Annex II)**
- IV. **Completed Statement of Health (Annex III)**
- V. **Completed designation of the beneficiary for IC Contract (Annex IV)**

## 6. FINANCIAL PROPOSAL

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the **TOR**. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

- **Travel:**

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

## 7. FORM OF PAYMENTS

- UNDP will pay the consultant the amount of the fee specified in the contract.
- The consultant must send his/her portfolio with evidence of his/her work and references.
- The contract does not include advance payment percentages at the time the consultancy begins.

The consultant will receive payment of fees subject to approval of the deliverables agreed upon in the Terms of Reference and approval of the respective Certificate of Payment by the immediate supervisor.

## 8. EVALUATION

### 2. Cumulative analysis

When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

\* Technical Criteria weight; 70%

\* Financial Criteria weight; 30%

Only candidates obtaining a minimum of 59.5 point would be considered for interview. Candidates who obtain a minimum of 70 points after the interview, would be considered for financial evaluation.

Criteria	Weight	Max. Point
<u>Technical</u>		
• Criteria A		
• Criteria B		
• Criteria C		
• Criteria [...]		
<u>Financial</u>		

## ANNEX

ANNEX I - TERMS OF REFERENCES (TOR);


ANNEX II - OFFEROR'S LETTER TO UNDP;

ANNEX III - STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS;

ANNEX IV - DESIGNATION OF BENEFICIARY FOR IC CONTRACT;

ANNEX V - MODEL OF INDIVIDUAL CONSULTANT CONTRACT & GENERAL CONDITIONS  
OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS;

# ANNEX I

UNITED NATIONS DEVELOPMENT PROGRAMME		
TERMS OF REFERENCE		
<b>CLUSTER:</b> Gender		
A. GENERAL INFORMATION		
<p><b>Title:</b> Conduct a Qualitative Study on Family Violence and LGBT Youths in Selected Caribbean Countries.</p> <p><b>Project:</b> Spotlight Initiative Regional Programme in the Caribbean</p> <p><b>Type of Contract:</b> Individual Contract</p> <p><b>Direct Supervisor:</b> Team Leader of the Gender Cluster, Regional Bureau for Latin America and the Caribbean (RBLAC) and the Gender Policy Specialist on Ending VAWG, Regional Bureau for Latin America and the Caribbean (RBLAC).</p> <p><b>Duty Station:</b> Home-based/field work</p> <p><b>Estimated Start Date:</b> September</p> <p><b>Duration:</b> 6 months</p>		
B. PROJECT DESCRIPTION OR BACKGROUND		
<p><b>Background</b></p> <p>The European Union and the United Nations have launched the Spotlight Initiative (SI), a multi-year program aimed at addressing all forms of violence against women and girls (VAWG), and harmful practices globally. The SI follows a transformative and evidence-based approach, addressing unequal power relations between men and women and focusing on gender equality and women's empowerment, as well as ending impunity for VAWG. In line with the principles of the 2030 Agenda for Sustainable Development, this initiative follows a human rights-based approach and takes into consideration the specific needs of women and girls who experience multiple and intersecting forms of discrimination based on gender, inter alia, race, sexuality, disability and class, etc., and uphold the principle of "leaving no one behind."</p> <p>The SI is deploying targeted, large-scale investments to eliminate all forms of VAWG in Africa, Asia, the Caribbean, Latin America and the Pacific in six pillars: 1) Legislation and Policy Frameworks; 2) Strengthening institutions; 3) Prevention and Social norms; 4) Delivery of high-quality essential Services; 5) Data availability and capacities, and 6) Supporting the Women's Movement, with special emphasis on Prevention and Essential services.</p> <p>In the Caribbean, the programme focuses on family violence (FV), which involves physical, social, sexual, economic, psychological/emotional abuse and acts of aggression within relationships that are considered as family connections or akin to family. The SI in the Caribbean is working with governments and civil society organizations to prevent FV by raising awareness, establishing and implementing laws and policies and improving quality essential services for survivors and data management in six countries (Belize, Grenada, Haiti, Jamaica, Guyana and Trinidad and Tobago) plus a regional programme. The Initiative is aligned with the Caribbean Community's Strategic Plan</p>		

2015-2019 as it seeks to ensure economic and social resilience in a unified Community where all people, with particular attention to the most vulnerable, can live lives free of violence. It will support the implementation of the CARICOM Gender Equality and Prevention of Violence against Children (PVAC) strategies, as well as to inform COVID-19 recovery strategies given the current and anticipated surge in cases of family violence against women and girls.

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### **C. PURPOSE**

The objectives of the study are:

- Generate high-quality evidence on the nature of FV experienced by LGBT youth in selected countries of the Caribbean.
- Explore the connections between violence, and protection services seeking behaviours of LGBT youth.
- Inform violence service delivery programming, including the design and evaluation of interventions to prevent and respond to FV experienced by LGBT youth in the Caribbean.
- Explore existing support systems that help LGBT youth with their mental and emotional wellbeing.
- Strengthen partnerships among various stakeholders to promote a comprehensive response to FV by LGBT youth.

Data will be collected in a sample of countries, namely Barbados, Belize, Guyana, Jamaica and Trinidad and Tobago, and the Organization of Eastern Caribbean States (OECS).

### **D. SCOPE OF WORK**

Under the overall guidance of Gender Team Leader, a.i., RBLAC, and the direct supervision of the Regional Coordinator on Projects on VAWG RBLAC, Spotlight Caribbean Regional Coordinator and working closely with RBLAC's HIV, Health and Development Cluster the consultant will deliver the following:

1. Submission of study outline including methodology and guideline for research ethics, after discussion with UNDP RBLAC team. The study will answer the below research questions:
  - a. What is the nature of violence – including physical, economic, emotional, and sexual violence – experienced by LGBT youth?
  - b. How do existing legislative frameworks and/or public policies and programmes on family violence or violence against children effectively support protective environments for LGBT youth?
  - c. What are existing support systems that help LGBT youth with their mental and emotional wellbeing?
  - d. What are the entry points of LGBT youth to the child protection system?
  - e. Do the existing public policies for the protection of youth (including safety protocols, care systems, etc.) effectively take into consideration LGBT youth and their specific needs?
2. Submission of draft Desk Review on available literature on LGBT youths' situation in the Caribbean specifically in the identified sample countries.
3. Data collection:
  - a. Prepare questionnaire.
  - b. Conduct interviews
  - c. Data analysis
4. Submit first draft of the study.
5. Submit final draft of the study.
6. Lead workshop to present study findings.

### **E. EXPECTED OUTPUTS / DELIVERABLES**

Within a framework of 6 months (26 weeks – 90 working days), the consultant will be asked to deliver the below. All deliverables shall be done in consultation and approval of UNDP team.

**Deliverables:**

**Deliverable 1:** Work plan, timeline, and inception report.

**Deliverable 2:** Study Outline including:

1. Study Protocol (this includes study procedures and guidelines, as well as ethical considerations that should be observed during the implementation of the study).
2. Study Chapters/Sections.
3. Main research questions.
4. Methodology of the research.
5. Guideline for research ethics.
6. List of informants included in the research; UNDP Team will support the consultants in identifying key informants.

**Deliverable 3:** Draft of Desk Review on available literature on LGBT youths' situation in the Caribbean specifically in the identified sample countries.

**Deliverable 4:** Data collection and analysis.

4.1. Questionnaire

4.2. Report on the findings and data analysis from the interviews.

**Deliverable 5:** First draft of the study.

**Deliverable 6:** Final draft of the study. Materials to facilitate a workshop to present findings (methodology, agenda, materials, etc.) and recommendations. PPT. and Communication brochure including key findings of the study and recommendations for potential programming by the SI.

Deliverable	Due date	Revision and approval	Percentages of payment by deliverable
<b>Deliverable 1:</b> Work plan, timeline, and inception report.	1 week after signing the contract.	Gender Team Leader a.i. of the UNDP RBLAC, the Gender Policy Specialist on Ending VAWG of the UNDP RBLAC, and RBLAC's HIV, Health and Development Cluster.	10%
<b>Deliverable 2:</b> Study outline including Study Protocol, Study Chapters, research questions and methodology.	4 weeks after signing the contract.		10%
<b>Deliverable 3:</b> Draft of Desk Review on available literature on LGBT youths' situation in the Caribbean.	6 weeks after signing the contract.		10%
<b>Deliverable 4:</b> Data collection and analysis. 4.1. Questionnaire 4.2. Report on the findings and data analysis from the interviews.	12 weeks after signing the contract.		30%

<b>Deliverable 5:</b> First draft of the study.	17 weeks after signing the contract.		20%	
<b>Deliverable 6:</b> Final draft of the study. Materials to facilitate a workshop to present findings and recommendations. Communication brochure to communicate Study Findings and Recommendations.	26 weeks after signing the contract.		20%	
<b>F. INSTITUTIONAL ARRANGEMENTS</b>				
<ul style="list-style-type: none"><li>- The work of the consultancy will be supervised by the Gender Team Leader a.i. of the UNDP RBLAC, the Gender Policy Specialist on Ending VAWG of the UNDP RBLAC, and RBLAC’s HIV, Health and Development Cluster.</li><li>- The delegated supervisors will review the products presented by the consultant. They will communicate the approval or any observations that may exist regarding the work within approximately 10-15 working days after receipt of the deliverables. Then, the consultant can respond and adjust the work within approximately 5 working days, or the time agreed with the supervisors.</li><li>- All products and background information compiled by the consultant are the property of UNDP. For the use of all or part of the documents for other consultancy or work, written permission must be obtained from UNDP.</li></ul>				
<b>G. DURATION OF THE WORK</b>				
The contract will have a duration of 6 months.				
<b>H. DUTY STATION</b>				
The consultant will deliver the services on a home-based basis and communications between the consultant and project team as well main counterparts will be by phone and email. All meetings should be conducted via Teams/ Zoom (or other online platform) and/or telephone.				
<b>I. QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR</b>				
Individual consultants will be evaluated based on the following criteria:				
	Technical Proposal	Max. Score	%	
	A. Academic Background	10	70%	

Technical criteria	Degree in Social Sciences, Gender Studies, Development Studies, Human Rights, Sociology, or related field. Bachelors' degree with two additional years of relevant work experience will be considered. Completion of high school (secondary school) with five additional years of relevant work experience will be considered. <ul style="list-style-type: none"> <li>- Masters or more: 10 points</li> <li>- Bachelor's degree: 5 points.</li> <li>- Secondary school: 3 points.</li> </ul>	10	
	<b>B. Experience</b>	<b>60</b>	
	Verifiable professional experience in conducting research on violence against women and girls (VAWG), LGBTQI+ and other related fields at national and/or regional levels. <ul style="list-style-type: none"> <li>- More than 10 years: 20 points</li> <li>- 5-10 years: 10 points</li> <li>- 1-5 years: 5 points</li> <li>- Less than a year: 0 points</li> </ul>	20	
	Verifiable interviewing and facilitation expertise in conducting qualitative research the topics of GBV/VAW or other sensitive issues. <ul style="list-style-type: none"> <li>- More than 3 years of experience: 15 points</li> <li>- 1-3 years of experience: 10 points</li> <li>- Less a year of experience: 0 points</li> </ul>	15	
	Verifiable experience working on EVAW/LGBTQI+ related activities/projects. <ul style="list-style-type: none"> <li>- More than 3 years of experience: 15 points</li> <li>- 1-3 years of experience: 10 points</li> <li>- Less than a year of experience: 0 points</li> </ul>	15	
	Verifiable experience working with the United Nations system <ul style="list-style-type: none"> <li>- Has experience: 5 points</li> <li>- Does not have experience: 0 points</li> </ul>	5	
	Verifiable experience working in the Caribbean region. <ul style="list-style-type: none"> <li>- Has experience: 5 points</li> <li>- Does not have experience: 0 points</li> </ul>	5	
	<b>C. Knowledge</b>	<b>15</b>	
	Must have good communication, writing and editing skills in English (essential) and French and/or Spanish. <ul style="list-style-type: none"> <li>- English, French, and Spanish: 15 points</li> <li>- English and French or Spanish 12 points</li> <li>- Only English 10 points</li> </ul>	15	
	<b>Interview</b>	<b>15</b>	
<b>Financial proposal</b>			30%

Only candidates obtaining a minimum of 70 points during the technical evaluation would be considered for the

interview.

## J. RECOMMENDED PRESENTATION OF PROPOSAL AND OTHER RELEVANT INFORMATION

Please submit the following documents to demonstrate your interest and qualifications by explaining why you are the most suitable for the post:

- **Cover Letter** explaining why you are the most suitable candidate for the advertised position.
- Provide a brief methodology on how they will approach and conduct the work (if applicable)
- **Personal CV** including experience in similar projects and at least 3 references.
- **Letter of Offerors & Financial Proposal** - The financial proposal should include costs to deliver the work plan, specifying a total lump sum amount for the tasks contained in this TOR. The financial proposal shall include a breakdown of this lump sum amount for the specified tasks.
- **Links/documents/portfolio** to back up verifiable experience mentioned in section H. This should include samples of research studies done on violence against women, LGBTQI+ and related fields.

Incomplete applications will not be considered. Please ensure that you have provided all requested documents.

UNDP retains the right to contact references directly.

Only successful candidates will be contacted.

UNDP is committed to achieving workforce diversity in terms of gender, nationality, and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest of confidence.

All background compiled and deliverables produced by the expert are the property of the UNDP. The expert must obtain written permission from the UNDP to use all or part of the documents for any other consultancy or work.

## K. FORM OF PAYMENTS

- UNDP will pay the consultant the amount of the fee specified in the contract.
- The consultant must send his/her portfolio with evidence of his/her work and references.
- The contract does not include advance payment percentages at the time the consultancy begins.
- The consultant will receive payment of fees subject to approval of the deliverables agreed upon in the Terms of Reference and approval of the respective Certificate of Payment by the immediate supervisor.

## ANNEX II

### OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date \_\_\_\_\_

Sir/Madam  
United Nations Development Programme  
Regional Centre for Latin America and the Caribbean

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of 18906 **RSC 2021 – Conduct a Qualitative Study on Family Violence and LGBT Youths in Selected Caribbean Countries** under the **Spotlight Initiative Regional Programme in the Caribbean**:
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) I hereby propose to complete the services based on the following payment method:
- ☐ A total lump sum of *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
- E) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- F) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures.
- G) This offer shall remain valid for a total period of \_\_\_\_\_ days *[minimum of 90 days]* after the submission deadline;
- H) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*
- I) If I am selected for this assignment, I shall *[please check the appropriate box]:*

☐ Sign an Individual Contract with UNDP;

- ☐ Request my employer [*state name of company/organization/institution*] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

J) I hereby confirm that [*check all that applies*]:

- ☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- ☐ I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- ☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

- K) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- L) **If you are a former staff member of the United Nations recently separated, please add this section to your letter:**  
I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.
- M) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ If the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

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**Annexes** *[please check all that applies]:*

- ☐ CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

**BREAKDOWN OF COSTS<sup>1</sup>**  
**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

**A) Breakdown of Cost by Components:**

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
<b>I. Personnel Costs</b>			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
<b>II. Travel<sup>2</sup> Expenses to Join duty station</b>			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
<b>III. Duty Travel</b>			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

**B) Breakdown of Cost by Deliverables\***

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Amount
Deliverable 1		
Deliverable 2		
....		
Total	100%	USD .....

\*Basis for payment tranches

<sup>1</sup> The costs should only cover the requirements identified in the Terms of Reference (TOR)

<sup>2</sup> Travel expenses are not required if the consultant will be working from home.

## ANNEX III



*Empowered lives.  
Resilient nations.*

### STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS

Name of Consultant/Individual Contractor:

Last Name, First Name

#### Statement of Good Health

In accordance with the provisions of Clause 5 of the [General Terms & Conditions for Individual Contractors](#), I am submitting this statement to certify that I am in good health and take full responsibility for the accuracy of this Statement. I am aware that information pertaining to inoculation requirements in respect of official travel to countries can be referred to at <http://www.who.int/ith>.

I certify that my medical insurance coverage is valid for the period from  to (if applicable)

I certify that my medical insurance covers medical evacuations at Duty Station(s):  Duty Station(s)  
Rating:  "B through E". Duty stations with "A" or "H" do not require medical evacuation coverage.

The name of my medical insurance carrier is:

Policy Number:

Telephone Number of Medical Insurance Carrier:

**A copy of proof of insurance MUST be attached to this form.**

Signature of Consultant/Individual Contractor

Date

This statement is only valid for Consultant/Individual Contractor Contract No.

Signature of Officer Supervising the Contract

Name

Business Unit

## ANNEX IV



Empowered lives.  
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### DESIGNATION OF BENEFICIARY

#### FOR IC CONTRACT

By this means, I, \_\_\_\_\_ citizen \_\_\_\_\_, with personal identity document No. \_\_\_\_\_, designate \_\_\_\_\_ as my beneficiary, in case of injury, disability or death during the service period and contract, to receive all the amounts pending due in accordance with the provisions of the Contract signed with the United Nations Development Program (UNDP).

Full details of the beneficiary:

Full Name:	
ID:	
Address:	
Phone Number:	
Email:	

**Note: a copy of the beneficiary's personal identity document must be attached.**

Consultant's Signature:	
Date:	

# ANNEX V



## UNITED NATIONS DEVELOPMENT PROGRAMME

### Contract for the Services of An Individual Contractor

No \_\_\_\_\_

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as "UNDP") and \_\_\_\_\_ (hereinafter referred to as "the Individual Contractor") whose address is \_\_\_\_\_.

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

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

#### 1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s):  
\_\_\_\_\_.

#### 2. Duration

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement) and are attached hereto as [Annex](#).

#### 3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] ----- in accordance with the table set forth below<sup>1</sup>. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLES	DUE DATE	AMOUNT IN [CURRENCY]
TOTAL IN [CURRENCY]		

<sup>1</sup> For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

### 1. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

### 2. Beneficiary

The Individual Contractor selects \_\_\_\_\_ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

\_\_\_\_\_  
\_\_\_\_\_

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

\_\_\_\_\_

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

**By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement) and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".**

☐ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

AUTHORIZING OFFICER: United Nations Development Programme		INDIVIDUAL CONTRACTOR:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



## **UNITED NATIONS DEVELOPMENT PROGRAMME**

### **GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

#### **1. LEGAL STATUS**

The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN’ Staff Regulations and Rules, or an “official” of UNDP, 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 Individual Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

#### **2. STANDARDS OF CONDUCT**

In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Individual Contract. Should any authority external to UNDP seek to impose any instructions on the Individual Contract regarding the Individual contractor’s performance under the Individual Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Individual Contract or otherwise related to its obligations under the Individual Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Individual Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Individual Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Individual Contract. In the performance of the Individual Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause. Prohibition of Sexual Exploitation and Abuse: In the performance of the Individual Contract, the Individual 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 Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin. The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Individual Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Individual Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

#### **3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS**

Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Individual Contract shall rest with UNDP, and any such equipment shall be returned to

UNDP at the conclusion of the Individual Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear. UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Individual 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 Individual Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Individual Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Individual Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to 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. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Individual Contract. 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 Individual contractor under the Individual Contract shall be the property of UNDP, shall be made available for use or inspection by 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 Individual Contract.

#### **4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Individual 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 Individual Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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 Individual Contract, including any extension thereof, and, unless otherwise provided in the Individual Contract, shall remain effective following any termination of the Individual Contract.

#### **5. TRAVEL, MEDICAL CLEARANCE AND SERVICE-INCURRED DEATH, INJURY OR ILLNESS**

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air. UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Individual Contract. The

Individual 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 Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized. In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

#### **6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS**

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

#### **7. SUBCONTRACTORS**

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Individual Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Individual Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its 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 Individual Contract.

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

The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

#### **9. INDEMNIFICATION**

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, 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 UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Individual 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 Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Individual Contract, which give rise to legal liability to anyone not a party to the Individual Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

#### **10. INSURANCE**

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP

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

#### **11. ENCUMBRANCES AND LIENS**

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

#### **12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Individual Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Individual Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP 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, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Individual Contract.

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual 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, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days. *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 Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Individual Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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 Individual Contract.

#### **13. TERMINATION**

Either party may terminate the Individual 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 Individual 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 Individual Contract.

UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is Article II, 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 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 United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Individual Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments. Liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual 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 Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Individual Contract. In the event of any termination of the Individual Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Individual 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 Individual 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 Individual Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Individual Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest. In the event of any termination of the Individual Contract, UNDP shall only be liable to pay the Individual contractor compensation on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

#### **14. NON-EXCLUSIVITY**

UNDP 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 Individual Contract, from any other source at any time.

#### **15. TAXATION**

Article II, 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 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 United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

#### **16. AUDIT AND INVESTIGATION**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Individual Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Individual Contract or the award thereof, the obligations performed under the Individual Contract, and the operations of the Individual contractor generally relating to performance of the Individual

Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Individual Contract. The Individual 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 Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

## **17. SETTLEMENT OF DISPUTES**

*Amicable Settlement:* UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Individual 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. *Arbitration:* Any dispute, controversy or claim between the parties arising out of the Individual 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 Individual Contract, order the termination of the Individual 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 Individual 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 Individual 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.

## **18. LIMITATION ON ACTIONS:**

Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three years after the cause of action has accrued. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Individual Contract, the cause of action accrues when such time of future performance actually begins.

## **19. PRIVILEGES AND IMMUNITIES**

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