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Resilient nations.*

EXPRESSION OF INTEREST

Establishment of a Pre-approved Roster under Individual Contracts (ICs) for UN REDD in the LAC Region

REF: 2007 RSC 2015

UNDP works with national partners to help people achieve inclusive and sustainable human development. We address regional disparities by strengthening local economies and governance systems able to deliver social services in an equitable manner, while helping disadvantaged communities to access justice systems and legal aid. We also work to protect the environment and develop national capacities to respond to disasters and mitigate the risk they pose.

In year 2015 the UNDP Regional Hub for Latin America and the Caribbean has the objective of establishing a pre-approved Roster to have a pool of experts who are ready to provide consultancy services for Sustainable Development +REDD for the benefit of all Projects in the Latin America and the Caribbean Region. Upon the establishment of this roster, qualified individual consultants based on competencies and value for money principles will be called upon to be contracted and deployed to provide specific technical advice and short term consultancies for periods not to exceed 12 months.

To this effect, the United Nations Development Programme (UNDP) Regional Hub for Latin America and the Caribbean invites eligible national and international individual consultants to indicate their Expression of Interest for the various types of specialized thematic areas as indicated below.

1. Environment or Natural Resource Management,
2. Forestry,
3. Rural Development,
4. Climate Change,
5. Agriculture,
6. Economy and Finance,
7. IP and human rights,
8. Social and environmental safeguards

The detailed instructions on how to apply, required minimum expertise, experience, qualifications and competencies along with the support documents to be included when submitting interest together with evaluation, and selection criteria towards this roster can be downloaded from http://procurement-notices.undp.org/view_notice.cfm?notice_id=22288 starting May 13, 2015. Any proposals received and not conforming to the EOI guidelines will be considered as technically non-responsive and the proposal may be rejected. **The deadline for the submission of the Expression of Interest is on or before JUNE 10, 2015 at 23:59 (Time of the Republic of Panama). Any submissions received after the deadline will be rejected. Please submit your EOI offers to adquisiciones.rclac@undp.org, electronically.**

UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
PROCUREMENT UNIT

UNDP reserves the right to reject any EOI submitted by interested parties, without assigning any reasons thereof.



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**PROCUREMENT NOTICE
for
INDIVIDUAL CONSULTANTS**

Date: May 13, 2015

Country: Multi Country – Latin America & the Caribbean Region

Description of the Assignment: Individual Consultant – Pre-approved Roster

Project Name: UN REDD Projects in the LAC Region

Period of Assignment: Contract duration might vary from a 1 to up to 12 months assignment, and with an anticipated average between 3-4 months.

Duty Station; Home Based or In-Country

Validity of Roster: 3 Years

Any request for clarification must be sent in writing, or by standard electronic communication to the address or email indicated above no later than May 29, 2015, COB. UNDP will respond in writing or 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.

1. BACKGROUND

Please refer to Annex I – Terms of Reference and SOP's

2. OBJECTIVE OF ESTABLISHING A PRE-APPROVED ROSTER

Based on a significant demand for Individual Contractors (ICs), UNDP wishes to establish a 'Pre-approved Roster' of qualified ICs for various thematic areas. This roster, once established, will provide easy access to a pool of ICs who are potentially suitable and have a demonstrated track record on the required services to be performed. A screening procedure will be applied to select the prospective applicants that will be registered in this Pre-approved Roster. This roster will be maintained for a period of 3 years.

3. DEMONSTRATED EXPERTISE, REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

The prospective experts that will apply for enlisting in this Pre-approved Roster should be able to demonstrate the following qualifications.

Education:

Master's degree or above, in the following areas:

- Environment or Natural Resource Management,

- Forestry,
- Rural Development,
- Climate Change,
- Agriculture,
- Economy and Finance,
- IP and human rights,
- Social and environmental safeguards
- Or related topics to carry over the tasks listed in section II above.

Experience and skills:

- At least 3 years in one of the tasks and topics detailed above, or closely related sub-areas, preferably including experience in the provision of policy advice, strategy development, and program development with a strong focus on integrating these areas with economic development and/or poverty alleviation. An excellent understanding of the requirements of the UNFCCC is desirable.
- The candidate is also to have a thorough understanding of the developing country context in LAC, if possible based on working experience in the field.
- Of added value will be regional experience in Latin America and the Caribbean, as well as experience in other regions and UNDP experience.
- Excellent organizational and communication skills are also key to this position.
- The roster will include 2 categories of experts: specialist (3-5 years of experience) and senior (more than 5 yrs of experience)

Language proficiency:

- Fluency in Spanish (spoken and written) when working in Spanish speaking countries. Knowledge of English is an advantage.
- Fluency in English (spoken and written) when working in English speaking countries. Knowledge of Spanish is an advantage.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE EXPRESSION OF INTEREST

Interested individual consultants must submit the following documents/information to demonstrate their qualifications;

4.1 Proposal in English: UNITED NATIONS DEVELOPMENT PROGRAMME

- (i) Application letter explaining why you are a suitable candidate for the Roster, including the area sub-area of interest.
- (ii) For each of the categories or thematic areas, where the expert will apply, provide a summary of relevant experience and at least 3 references (name, email and phone number¹) by category or thematic area.

¹ If references do not reply, consultants will be contacted again to submit additional references.

4.2 Financial proposal that specifies both daily and monthly expected rates, in USD. *Monthly rate must be equal or lower than the daily rate multiplied by 21.75 (Complete form in Annex II).*

4.3 CV and *UNDP Personal History Form (P-11)* - completed and duly signed. Please use only the format indicated in this link. Including past experience in similar projects and at least 3 professional references.

4.4 Copy of proof of education (certificates/diplomas of PhD, Master's, etc.)

4.5 Copy of Identification/ID/Passport

4.6 Name, address, phone and beneficiary ID of a beneficiary in case of death.

5. EVALUATION, SELECTION PROCESS AND AWARD CRITERIA

The evaluation of each applicant will be based on a set of selection criteria as listed below. Using the information provided in their respective submitted documents, the applicants will each be evaluated for each criterion and scored accordingly. The total scores will be used in the ranking of applicants. Those who pass a minimum passing score of 70% will be considered technically qualified and included in the roster. Individual consultants will be evaluated based on the following methodologies:

1. Cumulative analysis

When using this weighted scoring method, the inclusion of an expert in the pre-approved roster will 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% of the total points

* Financial Criteria weight; 30% of the total points

Consultants selected for the pre-approved roster will be the sixty (60) consultants per category or thematic area, who obtain the highest score by totaling the sum of the points obtained from the technical and financial evaluation.

Criteria	Weight	Max. Point
<u>Technical</u>	70%	
• Academic Background		15
• Experience and skills		55
• Languages		10
• Interview		20
<u>Financial</u>	30%	30

Only the 60 highest scored candidates obtaining a minimum of 70% of total score of technical criteria (academic background, experience and skills and Languages) will be considered RESPONSIVE and will continue for the Interview and Financial Evaluation stages.

UNDP reserves the right to accept or reject any proposal and to end the process and reject all proposals at any time prior to notification of acceptance to the roster, without thereby incurring any liability in connection the Offeror that looked so affected without having the obligation to inform the affected Offeror or Offerors for such action.

Notes; Short-listed applicants would be required to complete other requirements – and relevant templates will be provided by UNDP at a later date. Consultants selected for the Pre-approved Roster will be working with the UNDP Regional Hub and reporting directly to relevant focal points and team leaders. The final nature and scope of each assignment may vary significantly from TORs to TOR and such details will be included in a separate TOR for each assignment.

6. How to Apply

- The application for the Expression of Interest shall contain and include all information required under section 4 above. Please note files must not exceed 4MB each.
- To apply please include all relevant information as indicated under section 4 above and email your application to adquisiciones.rclac@undp.org. Please include “**REF 2007 RSC 2015**” in the subject line of the email. No hardcopy/printed applications will be accepted.

7. ANNEXES

8. ANNEX I - TERMS OF REFERENCE

9. ANNEX II - OFFERORS LETTER (FORM)

10. ANNEX III - INDIVIDUAL CONTRACT MODEL AND GENERAL TERMS AND CONDITIONS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS.

**UNITED NATIONS DEVELOPMENT PROGRAM
REGIONAL CENTRE FOR LATIN AMERICA AND THE CARIBBEAN**

**PRE-APPROVED ROSTER EXPERTS
TERMS OF REFERENCE
Ref. 2007 RSC 2015**



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PRACTICE AREA: Sustainable Development / REDD+

I. BACKGROUND

Reducing emissions from deforestation and forest degradation in developing countries; and the role of conservation, sustainable management of forests and enhancement of forest carbon stocks in developing countries (REDD+) has emerged as a forest mitigation approach for developing countries under the United Nations Framework Convention on Climate Change (UNFCCC). Guidance from the UNFCCC Conference of the Parties (COP) on REDD+ has been published regularly since 2007, with the most substantial guidance adopted through the Warsaw Framework for REDD+ at COP19 in November 2013. The seven REDD+-related decisions adopted at COP19 ('Warsaw Framework for REDD+') constitutes a near-complete the REDD+ 'rulebook'. Taken with earlier COP decisions, the UNFCCC has now set out the process for developing countries to receive results-based payments for results-based REDD+ actions.

As part of REDD+ readiness, countries are requested to have the following elements in place for REDD+ implementation and to access results-based payments / finance:

1. A national strategy or action plan;
2. A national forest reference emission level/forest reference level (FREL / FRL);
3. A robust and transparent national forest monitoring system (NFMS);
4. A safeguards information system (SIS).

The nature of the activities to be implemented during the REDD+ readiness, in order to support countries in preparing the 4 elements listed above in place, are relatively similar between countries, and encompass a mix of competencies ranging from very technical (FREL/FRL, NFMS), to political, legal, institutional, social, and economic (national strategy and SIS).

UNDP is supporting REDD+ readiness efforts in a number of countries of LAC in many ways and in particular by working within the UN-REDD program in 14 countries and by acting as Delivery Partner of the Forest Carbon Partnership Facility (FCPF) in 4 countries. In addition to a number of UN-REDD National Programs and Targeted Supports already under implementation, UNDP's activity related to REDD+ readiness in LAC will increase significantly in 2015 with the inception of 4 new FCPF projects, 4 new UN-REDD National Programs and several Targeted Supports. As part of the implementation of all these initiatives, each UNDP Country Offices (COs) involved will have to recruit many different experts in order to implement the activities identified in their respective Annual Work Plan.

However, the number of national and international experts knowledgeable on REDD+ requirements and specificities, and in a position of supporting effectively REDD+ readiness efforts, is relatively limited in the region. Identifying and recruiting the best experts will therefore be a challenge for all the UNDP Country Offices. The purpose of this roster of experts, managed from the regional hub of UNDP, is to pre-identify the best experts knowledgeable on REDD+, speed up the selection of experts required by Cos, and contribute to a smooth delivery of the different projects and programmes. The present TORs are therefore covering a wide range of professional services which are recurrent in REDD+ readiness efforts, in order to identify and pre-approve all the experts through one single process.

II. DELIVERABLES BY SUB AREAS:

1. National REDD+ strategy or action plan;

- Identify and analyze quantitatively and qualitatively, the direct and indirect causes of deforestation, forest degradation, no increase in Carbon stocks (eg by not afforested or restored degraded native forests). This work typically include, amongst other:
 - Desk review, bilateral interviews, sectorial and national workshops,
 - Understanding of past, present and potential causes of deforestation, forest degradation, no increase in Carbon stocks, if possible by region or geographical areas, and ideally by explaining their impact in term of hectares (deforested per year for example) and tCo2 equivalent per hectare year.
 - Identification of present and future areas with major rates of deforestation, forest degradation, and those of major potential for increasing C stocks,
 - Analyze gaps in the current land use (technical and policy) that contribute to deforestation, forest degradation and no increase forest carbon stocks. The analysis should provide data on the tenure (distinct, if possible, by gender and ethnicity) and forest governance.
 - Analysis of previous efforts (policies, measures, programs, etc) aiming at reducing deforestation and promoting carbon storage.
 - Take into account public policies (agriculture, mining, infrastructure, environment, national development plan or strategy, land use planning, decentralization), as well as economic dimension, legal and institutional framework, social aspects.
- Identify and analyze policy options to address the causes of deforestation, forest degradation, and increase Carbon storage. This work typically include, amongst other:
 - Desk review, bilateral interviews, sectorial and national workshops,
 - Elaborate SWOT relacionado a la implementación de REDD+,
 - Map and analyze existing policies and measures contributing to REDD+, and ways to reinforce them,
 - Identify the policies and measures, at the national, regional and local level, which have the major potential in term of reduction of emissions from deforestation, forest degradation, as well as increase Carbon stocks.
 - Prioritize these policies and measures according their potential social and environmental impacts, costs, technical and political feasibility,
 - Elaborate national investment plans to reduce emissions from deforestation,
 - Support elaboration of financial mechanism to channel and manage REDD+ funds,
 - Facilitate the integration of the national strategy or action plan into the broader national development strategy and the sectoral policies and measures, as well as the political and technical discussions between ministries and between sectors.

2. Safeguards information system.

The type of tasks can include, amongst other:

- Analyze legal and institutional framework, as a basis for the definition of the system of information on safeguards,
- Support national interpretation of social and environmental safeguards of Cancun,
- Support realization of the Social and Environmental Strategic Assessment and the corresponding Social and Environmental Management Framework,

3. Overall REDD+ readiness management.

The type of tasks can include, amongst other:

- Elaborate project document, report, synthesis,
- Support Project during the inception phase, while the National Coordinator and the Project Management Unit is being recruited
- Analyze stakeholders involved in REDD+ and their relationship,
- Elaborate stakeholders participation strategy, including issues of communication, KM, capacity building,
- Contribute to the implementation of the stakeholders participation strategy, such as for instance by facilitating the meeting of the national REDD+ platform,
- Act as a facilitator or mediator when needed,
- Support promotion of rights of indigenous people during in REDD+ readiness,
- Support inclusion of gender issue in REDD+ readiness,

The exact scope of the work will be determined on a case by case basis, directly by the Country Office, the National Counterparts and the Project Management Unit.

Duration of assignment: to be defined on a case by case basis, according specific country needs. Contract duration might vary from a 1 to up to 12 months assignment, and with an anticipated average between 3-4 months.

Type of contract: The Experts' applications are going to be revised based on pre-defined criteria and on a competitive basis, and the successful ones will be included in the regional roster. No contract will be issued at this stage. For specific engagement, Regional Hub Cluster Focal Point will review the regional roster in order to identify the most suitable candidate vis a vis the specific TOR. Candidates will be contacted in order to check availability and suitability. Selected Consultant, identified for the specific engagement will be engaged according TORs with an Individual Contract.

Duty station(s): Home Based or Missions to Latin America and the Caribbean countries

III. PURPOSE

The purpose of this roster of REDD+ experts, managed from the Regional Hub of UNDP, is to pre-identify the best experts knowledgeable on REDD+, facilitate the selection processes for the COs and contribute to a smooth delivery of the different projects and programmes. The present TORs are therefore covering

a wide range of professional services, which are recurrent in REDD+ readiness efforts, in order to identify and pre- recruit all the experts through one single process.

IV. MONITORING AND APPROVAL OF PRODUCTS AND PAYMENTS

A supervisor assigned by the Country Office or the Project Management Unit will monitor intermediate and final products delivered by the experts. She/he will inform the expert of any observations and suggestions, within 2 weeks after the product has been delivered. Any amendment and/or change will be submitted within the deadline established by the supervisor and agreed in writing with the experts.

The expert will submit a final report on every agreed work and product in electronic format, or hard copy format if electronic format is not available, within a maximum of ten working days after the last day of each consultancy.

Partial and final payments are subject to supervisor's written approval and acceptance of the products and final report using the Certification for Payment Form submitted by the expert.

V. METHOD OF PAYMENT, TRAVEL TICKET AND TRAVEL EXPENSES

UNDP will pay the expert the amount agreed in the contract. When travel is required, DSA (Daily Subsistence Allowances) according to UN rates for the countries visited, tickets and terminal expenses will also be established in the contract.

The expert will be paid terminal expenses. If travel is required, air ticket will be paid by project and will buy an air ticket, for the most direct and economical route, irrespective of the duration of the flight, at the beginning of the trip

Travelers are entitled to 100% of travel expenses in advance, at the beginning of each mission, as well as terminal expenses and an air ticket, for the most direct and economical route, irrespective of the duration of the flight. At the end of each consultancy, expert should submit expenses using F10 form and related receipts and ticket stubs.

Fee payments are subject to supervisor's written approval and acceptance by UNDP of the products and of the Certification of Payment Form submitted by the experts.

VI. QUALIFICATIONS

Education:

Master's degree or above, in one of the following areas:

- Environment or Natural Resource Management,
- Forestry,
- Rural Development,
- Climate Change,
- Agriculture,
- Economy and Finance,
- IP and human rights,

- Social and environmental safeguards
- Or related topics to carry over the tasks listed in section II above.

Experience and skills:

- At least 3 years in one of the tasks and topics detailed above, or closely related sub-areas, preferably including experience in the provision of policy advice, strategy development, and program development with a strong focus on integrating these areas with economic development and/or poverty alleviation. An excellent understanding of the requirements of the UNFCCC is desirable.
- The candidate is also to have a thorough understanding of the developing country context in LAC, if possible based on working experience in the field.
- Of added value will be regional experience in Latin America and the Caribbean, as well as experience in other regions and UNDP experience.
- Excellent organizational and communication skills are also key to this position.
- The roster will include 2 categories of experts: specialist (3-5 years of experience) and senior (more than 5 yrs. of experience)

Language proficiency:

- Fluency in Spanish (spoken and written) when working in Spanish speaking countries. Knowledge of English is an advantage.
- Fluency in English (spoken and written) when working in English speaking countries. Knowledge of Spanish is an advantage.

**LETTER TO UNDP
CONFIRMING INTEREST AND AVAILABILITY
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

Date _____

Messrs.

United Nations Development Program

Building 128

City of Knowledge, Clayton, Panama,

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 Preapproved Roster for UN REDD ;
- 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 joining the Preapproved Roster for UN REDD, through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
- d) I hereby propose the following payment rate : *[pls. check the box corresponding to the preferred option]*:
 - A daily fee of *[state amount in words and in numbers indicating currency]*
- 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 of specified in the TORs, that will be sent to me if I am included in the Roster, which shall be subject to UNDP's review, acceptance and payment certification procedures;

- g) This offer shall remain valid for a total period of 150 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 the Roster and called off for an assignment in the future, I shall *[pls. 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 my12employer for this purpose are as follows:

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- j) 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.
- k) ***If you are a former staff member of the United Nations recently separated, pls. 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.
- l) 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.

Full Name and Signature:

Date Signed :

Annexes [pls. check all that applies]:

- CV or Duly signed P11 Form
- Breakdown of Costs (Daily & Monthly Fee)

A. Breakdown of Cost by Components

Cost Components	a) Daily rate (US Dollars)	b) Monthly rate* (US Dollars)
Professional Fees		

*** 21.75 consecutive work days or more. Consultants may propose a rate that is either the result of the daily rate multiplied by 21.75 or lower.**

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 Program (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 and are attached hereto as *Annex II*.

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 below². 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.

DELIVERABLE	DUE DATE	AMOUNT IN [CURRENCY]

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).

² 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.

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).

4. 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.

5. 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 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 Program

INDIVIDUAL CONTRACTOR:

Name; _____

Name; _____

Signature; _____

Signature; _____

Date; _____

Date; _____

**UNITED NATIONS DEVELOPMENT PROGRAMME
GENERAL CONDITIONS OF CONTRACT
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 licence 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 by economy class 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 dependants, 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.

