



**Contract for Professional Consulting Services
Between UNDP and**

Date: xx xxx

Dear Sir/Madam,

Ref.: #item_code#-[Description of Services]

The United Nations Development Programme, Programme of Assistance to the Palestinian People (hereinafter referred to as "UNDP"), wishes to engage [Name of Consultant], duly incorporated under the Laws of occupied Palestinian territories (hereinafter referred to as the "Contractor") in order to perform services in respect of [description of the services] (hereinafter referred to as the "Services"), in accordance with the following Contract.

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Terms of Reference dated [...] attached hereto as Annex II;
 - c) The Contractor's proposed work-plan dated [...] attached hereto as Annex III.
 - d) The Contractor's technical proposal not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

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Name	Specialization	Period of service	Nationality

- 2.3 Any changes in the key personnel shall require prior written approval of the UNDP Special Representative.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

List of Deliverables	Delivery Dates

- 2.6 All reports shall be written in the **English** language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by **MAIL** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.



3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of **US\$ [Contract price in numbers] (Contract price in words)** VAT excluded.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

Milestone	Amount	Target Date

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special Conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.1.1 Security
The Contractor shall:
- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
 - (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- 4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely



responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Audit and investigations

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

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

4.3 Anti-terrorism

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

5. Submission of invoices

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

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4A Yakubi Street
Jerusalem, 91191
Tel: 626 8200

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

6. Time and manner of payment

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

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

7. Entry into force. Time limits.

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

7.2 The Contractor shall commence the performance of the Services not later than [Date] and shall complete the Services within [x] **Calendar days** of such commencement.

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

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and the UNDP Special Representative.

9. Notifications

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

For the UNDP:
Roberto Valent
Special Representative of the Administrator

United Nations Development Programme

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UNDP/PAPP
4A Yakubi Street, Jerusalem, 91191
Tel: +972 2 626 8 200
Fax: +972 2 626 8 222/3

Ref: [Contract Number]
[Contract name]

For the Contractor:

[Contractor contact person]
[Contact address, telephone number, fax number and e-mail address]

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

UNDP

By

.....

(Signature)

Roberto Valent

Special Representative of the Administrator
United Nations Development Programme
Programme of Assistance to the Palestinian
People (UNDP/PAPP)

.....

(Date)

CONTRACTOR

By

.....

(Signature)

.....

(Date)

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ANNEX I : UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

Available on <http://www.undp.ps/en/aboutundp/forms.html>

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ANNEX II: TERMS OF REFERENCE

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ANNEX III: WORK PLAN