

## UNITED NATIONS DEVELOPMENT PROGRAMME

### EXPRESSION OF INTEREST

#### ESTABLISHMENT OF A PRE-APPROVED ROSTER ON SUSTAINABLE AGRICULTURAL COMMODITIES<sup>1</sup>

##### CLUSTER B: SUSTAINABLE DEVELOPMENT

##### CATEGORIES:

1. SUSTAINABLE COMMODITY PRODUCTION
2. ENGAGING SUSTAINABLE COMMODITY MARKETS

REF: 11648 RSC 2017

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The United Nations Development Programme (UNDP) works in more than 170 countries and territories, helping to achieve the eradication of poverty and the reduction of inequalities and exclusion. We help countries to develop policies, leadership skills, institutional capabilities and build resilience in order to sustain development results.

In 2018, the 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 Agricultural Commodities** for the benefit of all UNDP's Projects and Programmes. Upon the establishment of this roster, qualified individual consultants may be called upon to be contracted under an Individual Contract 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 2 categories areas as indicated below:

1. SUSTAINABLE COMMODITY PRODUCTION
2. ENGAGING SUSTAINABLE COMMODITY MARKETS

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 starting **APRIL 9, 2018** on the following website:

[http://procurement-notice.undp.org/view\\_notice.cfm?notice\\_id=45406](http://procurement-notice.undp.org/view_notice.cfm?notice_id=45406)

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<sup>1</sup> A pre-approved roster, is a list of experts previously evaluated and from which individual names can be directly sourced for specific consultancies or assignments.

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 MAY 7, 2018 at 23:59 p.m. (Time of the Republic of Panama). Any submissions received after the deadline will be rejected. Please submit your Expression of Interest, electronically.**

This EOI does not entail any commitment on the part of UNDP, either financial or otherwise. UNDP reserves the right to accept or reject any or all EOI submitted by interested parties, without incurring any obligation to inform the affected applicant/s of the grounds.



Empowered lives.  
Resilient nations.

## PROCUREMENT NOTICE for INDIVIDUAL CONSULTANTS

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Date: APRIL 9, 2018

**Country:** Multi Country or Home Based assignments

**Description of the Assignment:** Pre-approved Roster on Sustainable Agriculture Commodities

**Cluster:** Cluster B - Sustainable Development

**Focal Point:** Global Head Green Commodities Programme

**Validity of Roster:** 3 Years

Interested consultants should submit their proposal in English to [rsclac.associate.expert@undp.org](mailto:rsclac.associate.expert@undp.org), under reference **11648 RSC 2017 - Pre-approved Roster on SUSTAINABLE AGRICULTURAL COMMODITIES**, no later than **MAY 7, 2018 AT 11:59 P.M. (UTC/GMT -5, Time of the Republic of Panama)**

**REFERENCE: 11648 RSC 2017**  
**PRE-APPROVED ROSTER ON SUSTAINABLE AGRICULTURAL COMMODITIES**  
**EMAIL: [rsclac.associate.expert@undp.org](mailto:rsclac.associate.expert@undp.org)**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or email indicated above 7 days before deadline, 5:00 p.m. (Time for the Republic of Panama). UNDP will respond in writing, 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.

This Expression of Interest is intended for Individual consultants (IC's or RLAs). Proposals from 2 or more individuals (one proposal from two experts) will be rejected. Proposals sent using file transfer applications, such as We Transfer, Dropbox or similar, will be rejected. You can send the number of emails you consider necessary, note that the size of each email must not exceed 4MB.

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## 1. OBJECTIVE OF ESTABLISHING A PRE-APPROVED ROSTER

In compliance with its mandate, it is known that there will be a significant demand of Individual Consultancies on specific thematic areas. Based on this, UNDP RSC LAC wishes to establish a 'Pre-approved Roster' of qualified experts for various thematic areas. This roster, once established, will provide easy access to the Regional Center and other Country Offices globally, to a pool of qualified experts 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. Being included in a pre approved roster does not entail an obligation to contract any expert.

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## 2. 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.

### **ACADEMIC BACKGROUND**

**APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES, ALL APPLICANTS MUST COMPLY WITH:**

As a minimum, Bachelor Degree in the topics of Environmental Management, Natural Resource Management, Sustainable Agriculture, Agricultural Policies and Development, Responsible Business, International relations, Economy and Economic Policies, Business Management, Communications, Political Science, International Development or related field

### **GENERAL AND SPECIFIC EXPERIENCE**

**A. Minimum of 5 years of general experience in any of the categories:**

**EXPERTS APPLYING TO "CATEGORY 1: SUSTAINABLE COMMODITY PRODUCTION": MUST HAVE A MINIMUM OF 5 YEARS OF GENERAL EXPERIENCE IN AT LEAST ONE OF THE FOLLOWING AREAS:**

- Farmer support and extension systems
- Small producers' engagement and empowerment
- Development and operation of national commodity platforms
- Smallholder credit schemes
- National policy, legislation and regulations for sustainable commodity production
- Land use planning and enforcement for sustainable commodities
- Economic incentives for commodity producers
- High conservation value forests in commodity plantations
- Root cause analysis of unsustainable commodity production
- Targeted Scenario Analysis
- Promoting innovative tools and models for sustainable commodity production

**EXPERTS APPLYING TO “CATEGORY 2: ENGAGING SUSTAINABLE COMMODITY MARKETS”: MUST HAVE A MINIMUM OF 5 YEARS OF GENERAL EXPERIENCE IN AT LEAST ONE OF THE FOLLOWING AREAS:**

- Promotion of sustainable commodities for international markets
- Connecting commodity buyers and traders to producing countries
- Public private partnerships for sustainable commodities
- Developing company sourcing policies
- Monitoring deforesting producers and linking to purchasing policies

**B. At least three (3) years of specific experience in one or more of the following areas of expertise:**

**APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES:**

- Policy and strategy development
- Technical advisory services
- Leveraging change through market based approaches
- Project design, formulation & other project related functions
- Multi-stakeholder dialogue / forums
- Capacity development/training
- Knowledge management and south-south cooperation
- Private Sector and Stakeholder engagement

#### **OTHER EXPERIENCES**

**APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES:**

**C. Work experience with UNDP or other UN organization, is desirable.**

**D. Working experience with developing countries is desirable.**

#### **ESSAY**

**APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES:**

**E. Strong Writing Skills:**

All selected experts must demonstrate strong writing skills. To this effect, they should submit a short essay as a mandatory requirement.

#### **LANGUAGES**

**APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES:**

**F. Required Languages:**

Is a mandatory requirement that experts are fluent in English. Proposals that do not meet this requirement will be rejected. It is also desirable that offerors are also fluent in one or more of the following languages: Spanish, French or Portuguese. Candidates that are fluent in any of the desirable languages should also submit the essay in the 2<sup>nd</sup> language.

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### **3. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE EXPRESSION OF INTEREST**

Applicable to any of the two categories of interest, offerors must submit the following documents/information to demonstrate their qualifications:

- 3.1 **Financial proposal (this is a mandatory requirement – Please use template in Annex 2 “Letter of Interest”. Please note that proposals that do not include this information may be rejected).** Experts must specify a daily and monthly rate as a result of expected deliverables.

- 3.2 **Application Letter**: Please provide an application letter explaining why you are a suitable candidate for the Roster, indicating the preferred category(ies), as applicable.
- 3.3 **UNDP Personal History Form (P11)**: Completed and signed. Indicating past experience in similar projects. P11 form is a mandatory requirement.
- 3.4 **Copy of proof of education** (certificates/diplomas of PhD, Master's, etc.)
- 3.5 **Beneficiary**: Name, address, phone, and beneficiary ID of a beneficiary in case of death.
- 3.6 **References**: Include 3 professional references (please make sure to include email, phone number of each). References are a mandatory requirement. Please make sure the provided contact information is valid. UNDP reserves the right to reject an Expression of Interest if the provided references are not submitted or do not reply.
- 3.7 **Essay**: Writing skills, knowledge of topic and logic of the presentation will be evaluated by the presentation of a short essay of 400-500 words about **"How could Sustainable Agricultural Commodities be scaled up to reach national level"**. **The essay is a mandatory requirement and must be written in English.** Candidates that are fluent in any of the desirable languages should also submit the essay in that language as well.
- 3.8 **CV (Optional)**

**Take note:** Email size should not exceed 4 MB each.

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#### 4. EVALUATION

Individual consultants will be evaluated based on the following methodology: Cumulative analysis method.

When using this cumulative analysis method or weighted scoring method, the inclusion of an expert in the pre-approved roster will be made to the individual consultants whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) Having received the highest score per category, 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

The evaluation of each applicant will include 3 stages: a preliminary review, technical evaluation and financial evaluation:

- **Preliminary Evaluation (PASS/FAIL)**: Each proposal will be reviewed to ensure its validity and that is complete and valid in general terms, and that expert is not included in the UNDP suspended vendors lists and complies with all mandatory requirements and minimum qualifications. Offers that meet the minimum standards of acceptability will be considered as "PASS" and will continue to the Technical Evaluation stage. Offers that fail to meet the minimum standards of acceptability will be immediately

be deemed as “FAIL”, and will be rejected at this stage. Offerors are advised then, that any of the following situations will result in rejection of your proposal at this stage:

- Proposals not meeting the minimum requirements of academic background, general or specific experience.
- Proposals that do not submit an essay in English that demonstrates fluency in this language.
- Proposals not including a financial proposal.
- If Expert is found to be include in the Consolidated list of Individuals and Entities with Association to Terrorist Organizations or in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster or Suspended vendors list of UNDP, the offer will also be immediately rejected.

- **Technical Evaluation:** Once the preliminary evaluation has been concluded, offers will be evaluated against technical evaluation criteria, as described in Annex 4. Only candidates obtaining a minimum of 70% of total score of technical criteria will be considered RESPONSIVE and will continue for the Financial Evaluation stage.
- **Financial Evaluation:**

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal (daily rate offered). All other price proposals receive points in inverse proportion.

$$p = y (\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

The inclusion of an expert in the pre-approved roster will be made to the 15 highest combined scores per category. Experts may be included in one or in both categories.

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;** 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 will be defined in a separate TOR for each assignment. A pre-approved roster is a list of experts previously evaluated and from which individual names can be directly sourced for specific consultancies or assignments. Being included in a pre approved roster does not entail a financial commitment from UNDP.

## 5. HOW TO APPLY

- The application for the Expression of Interest shall contain and include all information required under section 3 above. Please note files must not exceed 4MB each.
  - To apply please include all relevant information as indicated under section 3 above and email your application to [rsclac.associate.expert@undp.org](mailto:rsclac.associate.expert@undp.org) . Please include “**REFERENCE: 11648 RSC 2017 - OFFER**” **and your name** in the subject line of the email. No hardcopy/printed applications will be accepted.
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## 6. ANNEXES

**ANNEX 1 - TERMS OF REFERENCE**

**ANNEX 2 - OFFERORS LETTER (FORM)**

**ANNEX 3 - INDIVIDUAL CONTRACT MODEL AND GENERAL TERMS AND CONDITIONS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS.**

**ANNEX 4 – EVALUATION MATRIX**



**TERMS OF REFERENCE****UNITED NATIONS DEVELOPMENT PROGRAMME****REGIONAL CENTER FOR LATIN AMERICA AND THE CARIBBEAN IN PANAMA**

**CLUSTERS B:** Green Commodities Programme (GCP), Project Number: 00089497; IAP taking Deforestation out of Commodity Supply Chains (GGP), Project Number 00101611; Adaptive Management & Learning (GGP), Project Number 00101490.

**I. BACKGROUND**

Agricultural commodity supply chains play an important role in green inclusive growth. Expansion policies lead to encroachment of productive landscapes into natural habitat, with an estimated loss of 13 million hectares of forest cover each year. Conventional practices reduce farmland's on-site biodiversity and ecosystem functions as a result of soil eroding tillage and agrochemical pollution; sustain overharvesting of terrestrial and marine resources; and contribute significantly to climate change because of high GHG emission footprint of its productive practices.

Paradoxically, unsustainable commodity production practices represent the most pressing economic risk for the companies who reap profits from international food trade. Because conventional commodity production practices leads to decreased soil productivity (about 80% of global agricultural land is moderately to severely eroded, and 10% slight to moderately eroded), with resulting low yields and to pest affections; this translates to sourcing difficulties and loss of revenue generating opportunities for the commodity trade sector. Acknowledging this dependence on a continuous supply of agricultural, fisheries and raw materials for growth, the sector has started to prioritize investments that will transform practices towards sustainable standards so that the risks to sourcing and growth may be reduced at the same time as productivity is increased and the impacts to biodiversity are halted.

UNDP has wide experience building national capacity for biodiversity conservation through changing production of commodities (coffee, cocoa, beef, cotton, seafood, minerals etc) and several major sustainable commodity initiatives underway which support sustainable production and linkages to markets. UNDP provides advocacy, policy advisory and operational services to support the organization's work in these areas across 166 countries. UNDP launched in 2009 the Green Commodities Programme (GCP) to fulfill this need and improve the social, environmental and economic sustainability of commodities production and trade by developing global multi-stakeholder strategies on a sector by- sector basis. The objective of the Programme is to contribute to shifting global markets to drive the production and sale of green commodities instead of current unsustainable practices. GCP systematizes and scales up the existing green commodity activity of UNDP to achieve this vision. Supply chain management and public-private partnerships are key approaches used.

**II. PURPOSE**

The purpose of this pre-approved roster of experts, managed by the Regional Center of UNDP for Latin America and the Caribbean with a **Global scope**, is to pre-identify the best experts knowledgeable to support GCP and GGP projects in order to contribute to sustainable commodity production and sector transformation.

**To be considered for inclusion in the roster, the applicant must have expertise in one or more of the following categories:**

## **1. SUSTAINABLE COMMODITY PRODUCTION**

Farmer support and extension systems  
Small producers' engagement and empowerment  
Development and operation of national commodity platforms  
Smallholder credit schemes  
National policy, legislation and regulations for sustainable commodity production  
Land use planning and enforcement for sustainable commodities  
Economic incentives for commodity producers  
High conservation value forests in commodity plantations  
Root cause analysis of unsustainable commodity production  
Targeted Scenario Analysis  
Promoting innovative tools and models for sustainable commodity production

## **2. ENGAGING SUSTAINABLE COMMODITY MARKETS**

Promotion of sustainable commodities for international markets  
Connecting commodity buyers and traders to producing countries  
Public private partnerships for sustainable commodities  
Developing company sourcing policies  
Monitoring deforesting producers and linking to purchasing policies

## **III. SCOPE OF WORK AND GENERAL DESCRIPTION OF DELIVERABLES**

**Each individual assignment may include one or more of the following activities:**

### **Policy and strategy development & technical advisory services**

- Prepare Policy briefs, Status papers on developmental challenges/issues based on secondary review of existing literature for evidence-based advocacy and policy dialogue;
- Develop institutional and regulatory frameworks to facilitate sustainable commodity production
- Review of policies and strategies;
- Support the development of national and sub-national development policy, strategies and/or action plans;
- Identification of barriers and solutions for proposed interventions;
- Risk identification and mitigation measures
- Development and support national commodities platforms

### **Project design, formulation & other project related functions**

- Identify developmental challenges, and propose a strategy for UNDP support;
- Prepare concept note on new area of work/developmental challenge;
- Prepare and review Project documents, ensuring innovation in concepts, strategies and incorporation of best practices;
- Provide technical support within the development of new projects;
- Provide technical and management support for project implementation
- Conduct studies on project/program highlights, activities and processes involved;
- Support the design and delivery of multi-stakeholder processes
- Review project implementation and evaluate impact (mid-term and final evaluations)

**Capacity development/training**

- Undertake capacity needs assessments and develop capacity development plans;
- Develop target specific training tools/tool-kits and manuals;
- Design training curriculum, conduct and/or coordinate trainings programmes for various stakeholders;
- Develop national strategies for producer capacity building

**Partnerships and market access**

- Develop market access strategies per commodity
- Provide technical support for supply chain analysis
- Outreach to international buyers of commodities to form partnerships
- Manage partnerships with buyers to support national activity

**Knowledge management & south-south cooperation and communications**

- Prepare knowledge and communications products related to specific projects/programs;
- Review knowledge products;
- Document good practices, case studies, innovations and pilot models for wider dissemination and sharing;
- Prepare and publish featured articles and case studies for UNDP publications, or other publications as directed;
- Disseminate knowledge and communications products;
- Develop literature on best practices and case studies;
- Contribute to Communities of Practice
- Undertake process documentation of models for upscaling

The exact scope of the work will be determined on a case by case basis by the hiring unit, which may be the UNDP Regional Center, a UNDP country office, National Counterparts and/or a Project Management Unit.

**IV. MONITORING AND APPROVAL OF DELIVERABLES AND PAYMENTS**

The supervisor assigned by UNDP will review the partial and final deliverables turned in by the expert. The designated staff will communicate any comments within approximately 10 business days after receipt of the deliverables. Changes or additions should be made within the period required by the hiring UNDP unit and agreed upon in writing with the expert.

Expert must deliver a final report of the work and all agreed-upon deliverables in electronic format, or in print format if an electronic format is not possible, within ten business days from the last day of each specific assignment/contract.

Partial and final payments to the expert are subject to written approval and acceptance of the deliverables and final report by the immediate supervisor using the "Certification of Payment" form, which must be submitted by the expert.

**V. METHOD OF PAYMENT**

UNDP will pay the expert the fees specified in the contract. Daily expenses, transportation fares, and terminal expenses corresponding to travel required for the assignment, will be paid according to UNDP Policies and Procedures.

Expert will receive payment of fees subject to approval of the deliverables agreed upon in the Terms of Reference and approval of the respective certification of payment by the immediate supervisor.

Signed contracts in the individual contractor do not entail any advance fees either at the contract start date or at the start of the specific consulting periods.

When travel is necessary, air fare will be provided to travel, by the most direct and economic route and for as many travel hours as needed, to the place and country where the expert is to provide his/her services, and the expert will be paid the respective terminal expenses and 100% of his/her respective daily expenses according to the United Nations rate for the place and country in which the services are to be provided.

## VI. DURATION

Inclusion in the Roster is for up to three (3) years, for intermittent periods of specific consulting, subject to the UNDP's needs, and annual good performance evaluations.

## VII. SUPERVISION

Under the supervision and monitoring of the focal point or coordinator appointed by UNDP the expert will provide consulting and technical assistance, as appropriate, and will report as per contract.

## VIII. FORESEEN DUTY STATIONS AND TRAVEL

**Duty Station:** Home-based and/or in countries. If necessary, any related travel expenses will be covered by UNDP.

**Travel:** All travel expenses will be paid separately, in compliance with UNDP regulations and rules. 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 using an F10 Form. 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

## IX. OBLIGATIONS

The selected consultant will have the obligation to:

- 1) Before any travel, obtain the security permits for traveling to the countries where the services will be required. These permits may be obtained at [www.undss.org](http://www.undss.org).
- 2) Have the contract signed by the UNDP and the expert before starting the work and before starting any travel. If the expert travels and starts the work without having signed the contract, the work and travel will be at the expert's own risk and responsibility.
- 3) 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 consulting or work.

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

Date \_\_\_\_\_

*Messrs.*

United Nations Development Programme  
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 REF **11648 RSC 2017 - PREAPPROVED ROSTER ON SUSTAINABLE AGRICULTURAL COMMODITIES**.
- 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, through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;

I confirm the category I am applying is (check as appropriately):

- ☐ CATEGORY 1: SUSTAINABLE COMMODITY PRODUCTION
- ☐ CATEGORY 2: ENGAGING SUSTAINABLE COMMODITY MARKETS

- 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]*

**PLEASE NOTE THAT THE DAILY FEE STATED IN THIS SECTION SHOULD BE**

**IDENTICAL TO THAT DECLARED ON THE TABLE BELOW OF BREAKDOWN  
OF COSTS**

- 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 my employer for this purpose are as follows:
- \_\_\_\_\_
- \_\_\_\_\_
- 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

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**Annexes [pls. check all that applies]:**

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

**A. Breakdown of Cost by Components**

<b>Cost Components</b>	<b>a) Daily rate (US Dollars)</b>
Professional Fees	



## 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 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 below<sup>2</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.

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).

<sup>2</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.



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:

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

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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:**

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 at economy class 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 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 sub contractor 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.

## EVALUATION MATRIX

CRITERIA	DESCRIPTION	MAXIMUM SCORE
ACADEMIC BACKGROUND	<p><b>APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES</b></p> <p>As a minimum, Bachelor degree in at least one of the topics of: Environmental Management, Natural Resource Management, Sustainable Agriculture, Agricultural Policies and Development, Responsible Business, International relations, Economy and Economic Policies, Business Management, Communications, Political Science, International Development or related field.</p> <p>Bachelor Degree = 9 points Master or Doctorate = 10 points</p>	10
GENERAL EXPERIENCE	<p><b>Minimum of five (5) years of general experience as follows:</b></p> <p><b>OFFERORS APPLYING TO CATEGORY 1: SUSTAINABLE COMMODITY PRODUCTION, ARE REQUIRED A MINIMUM OF 5 YEARS OF GENERAL EXPERIENCE IN ANY OF THE FOLLOWING AREAS:</b></p> <ul style="list-style-type: none"> <li>➤ Farmer support and extension systems</li> <li>➤ Small producers' engagement and empowerment</li> <li>➤ Development and operation of national commodity platforms</li> <li>➤ Smallholder credit schemes</li> <li>➤ National policy, legislation and regulations for sustainable commodity production</li> <li>➤ Land use planning and enforcement for sustainable commodities</li> <li>➤ Economic incentives for commodity producers</li> <li>➤ High conservation value forests in commodity plantations</li> <li>➤ Root cause analysis of unsustainable commodity production</li> <li>➤ Targeted Scenario Analysis</li> <li>➤ Promoting innovative tools and models for sustainable commodity production</li> </ul> <p><b>OFFERORS APPLYING TO CATEGORY 2: ENGAGING SUSTAINABLE COMMODITY MARKETS ARE REQUIRED A MINIMUM OF 5 YEARS OF GENERAL EXPERIENCE IN ANY OF THE FOLLOWING AREAS:</b></p> <ul style="list-style-type: none"> <li>➤ Promotion of sustainable commodities for international markets</li> <li>➤ Connecting commodity buyers and traders to producing countries</li> <li>➤ Public private partnerships for sustainable commodities</li> <li>➤ Developing company sourcing policies</li> <li>➤ Monitoring deforesting producers and linking to purchasing policies</li> </ul> <p>5 years of general experience in any category = 14 points More than 5 years of general experience in any category = 20 points</p>	20

SPECIFIC EXPERIENCE	<p><b>APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES:</b>  <b>Minimum Three (3) years of specific experience working in one or more of the following areas:</b></p> <ul style="list-style-type: none"> <li>• Policy, strategy development and technical advisory services</li> <li>• Leveraging change through market based approaches</li> <li>• Project design, formulation &amp; other project related functions</li> <li>• Multi-stakeholder dialogue / forums</li> <li>• Capacity development/training</li> <li>• Knowledge management and south-south cooperation</li> <li>• Private Sector and Stakeholder engagement</li> </ul> <p>3 years of experience in one or more areas = 14 points  4-5 years of experience in one or more areas = 18 points  More than 5 years of experience in one or more areas = 20 points</p>	20
OTHER EXPERIENCES	<p><b>APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES</b>  <b>Work experience in any of the categories, with UNDP or other UN organization is desired:</b></p> <p>At least one experience with other UN Organization (different from UNDP) = 7 points  At least one experience with UNDP = 10 points  No experience with UNDP or other UN organization = 0 points</p>	10
	<p><b>Working experience with developing countries is desirable.</b></p> <p>One relevant working experience with developing countries 7 points  More than one relevant working experience with developing countries 10 points</p>	10
ESSAY	<p><b>APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES</b>  <b>Offerors must submit a short essay (between 400 and 500 words). The topic is “How could sustainable agricultural commodities be scaled up to reach national scale”? The evaluation criteria are knowledge of the topic, logic of the presentation and correct and clear writing skills</b></p> <p>Essay demonstrate <b>Excellent</b> knowledge of the topic, logic of the presentation and correct and clear writing skills = 20 points</p> <p>Essay demonstrates <b>Good</b> knowledge of the topic, logic of the presentation and correct and clear writing skills = 18 points</p> <p>Essay demonstrates <b>Satisfactory</b> knowledge of the topic, logic of the presentation and correct and clear writing skills = 14 points</p> <p>Essay demonstrates <b>Poor or no</b> knowledge of the topic, logic of the presentation and correct and clear writing skills = 0 points</p>	20
LANGUAGES	<p><b>APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES</b>  <b>Fluent in English (Essay):</b></p> <p>Excellent 5 points  Good 4 points  Satisfactory 3.5 points</p> <p>Essay demonstrates <b>Excellent</b> fluency = 5 points  Essay demonstrates <b>Good</b> fluency = 4 points  Essay demonstrates <b>Satisfactory</b> fluency = 3.5 points</p>	5

	<p><b><i>APPLICABLE TO PROPOSALS FOR ANY OF THE TWO CATEGORIES</i></b></p> <p><b>Fluent in at least one of the additional languages is desired: Spanish, French or Portuguese (Essay):</b></p> <p>Essay is submitted in at least one of the additional languages and demonstrates <b>Excellent</b> fluency = 5 points</p> <p>Essay is submitted in at least one of the additional languages and demonstrates <b>Good</b> fluency = 4 points</p> <p>Essay is submitted in at least one of the additional languages and demonstrates <b>Satisfactory</b> fluency = 3.5 points</p>	5
<b>TOTAL:</b>		<b>100</b>