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INDIVIDUAL CONSULTANT PROCUREMENT NOTICE
12942 RSC 2018 (2nd. Announcement)

Date: May 15, 2018

Duty Station:	Home-based
Description of the assignment:	12942 RSC 2018 (2nd. Announcement) - Intersex Research Study Consultant
Project name:	PS Award: 00106385; Project 00107155, Being LGBTI in the Caribbean
Period of assignment/services:	4 months

Interested consultants should submit their proposal by email to adquisiciones.rclac@undp.org under reference: 12942 RSC 2018 (2nd. Announcement) - Intersex Research Study Consultant, **no later than May 22, 2018 at 15:00 UTC/GMT -5 (time of the Republic of Panama)**.

Ref.: 12942 RSC 2018 (2nd. Announcement) - Intersex Research Study Consultant

Procurement Notice No.46407

Link: http://procurement-notices.undp.org/view_notice.cfm?notice_id=46407

Any request for clarifications must be sent in writing, by email to adquisiciones.rclac@undp.org **no later than May 18, 2018, at 15:00 UTC/GMT -5 (time of the Republic of Panama)**. Procurement Unit RSC LAC will respond by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

The procedures for the acquisition of services will be the ones indicated by the United Nations Development Program.

This process is directed only to one individual. Any proposal received by more than two individuals jointly or legal entity will be rejected. Likewise, all the proposals from consultants involved in the elaboration of the present Terms of Reference will be rejected.

1. **BACKGROUND, SUMMARY OF KEY FUNCTIONS, KEY RESULTS EXPECTED, COMPETENCIES AND QUALIFICATIONS.** Email size should not exceed **4 MB** for each email**.**

   For detailed information, please refer to Annex 1 – Terms of Reference

2. **DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS**
   Interested individual consultants must submit the following documents (in PDF format) duly signed to demonstrate their qualifications:

2.1 PROPOSAL IN ENGLISH: Letter of interest, signed explaining why you are the most suitable consultant for the work.

2.2 FINANCIAL PROPOSAL: (Mandatory) Please use template in Annex 2 "Letter of Interest" and note that proposals that do not include this information may be rejected. Experts must specify a daily rate as a result of expected deliverables.

2.3 P11 form: Including past experience in similar projects and at least 3 professional references (please make sure to include email, phone number of each).

2.4 ESSAY: Not required.

2.5 BENEFICIARY: Personal information as name, address, ID, phone number of a beneficiary in case of death during the consultancy. Documents to certify this info will be required in case you were selected for the consultancy.

2.6 C.V. (optional).

2.7 Copy of **Passport or Identification document.**

2.8. REFERENCES, CONTACT INFORMATION: Email and phone number of the candidate and at least three (3) professional references. In case the references do not respond to the request made by the UNDP to provide written references, the consultant will be asked to provide others in his absence. Make sure that the emails of your contacts are enabled and available to receive the request for references.

3. EVALUATION

Individual consultants will be evaluated based on the following methodology: Cumulative analysis (weighted scoring method).

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

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

*** Technical Criteria weight is 70 %**:

*** Financial Criteria weight; is 30%:**

(*) Offerors who reach a minimum of 70 points and achieve the 3 highest scores after evaluation of technical criteria (items A, B, C, D, E and F of Evaluation Matrix), will be considered RESPONSIVE and will continue for interview and for the final stage of financial evaluation of proposals. Only candidates obtaining a minimum of 70 points would be considered for the Financial Evaluation of proposals.

Take note:

- Email size should not exceed 4 MB. Please do not use transfer software (i.e. WeTransfer or Dropbox).
- If you are a former United Nations staff, kindly indicate so in your introductory email or letter.
- If you are a government official, please note you will be required to submit a no-objection note and other documents.
- Individual contractors whose assignments require travel and who are over 62 years of age are required, at their own expense, to undergo a full medical examination, including x-rays, and obtain medical clearance from a UN-approved doctor prior to taking up their assignment.
- Where there is no U.N. office nor a U.N. medical doctor present in the location of the individual contractor prior to travel, the individual contractor may choose his/her own preferred physician to obtain the required medical clearance.

ANNEXES

ANNEX 1 - TERMS OF REFERENCES (TOR)

ANNEX 2 - OFFEROR'S LETTER TO UNDP

ANNEX 3 - MODEL INDIVIDUAL CONSULTANT CONTRACT AND GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

ANNEX 4 - EVALUATION CRITERIA

Annex 1

UNITED NATIONS DEVELOPMENT PROGRAMME

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TERMS OF REFERENCE

CLUSTER: HIV, Health and Development (HHD)

A. GENERAL INFORMATION

Title: Intersex Research Study Consultant

Project: Award: 00106385; Project 00107155, Being LGBTI in the Caribbean

Type of Contract: Individual Contract

Direct Supervisor: Regional Team Leader, HHD

Modality of Execution: DIM

Duty Station: Home Based

Estimated Start Date: May 2018

Duration: 4 months

B. PROJECT DESCRIPTION OR BACKGROUND

HIV, Health and Development

UNDP is a founding cosponsor of the Joint UN Programme on HIV/AIDS (UNAIDS), a partner of the Global Fund to Fight AIDS, Tuberculosis and Malaria, and a co-sponsor of several other international health partnerships. UNDP's work on HIV, health and development leverages the organization's core strengths and mandates in human development, governance and capacity development to complement the efforts of specialist health-focused UN agencies. UNDP delivers three types of support to countries in HIV, health and development.

First, UNDP helps countries to mainstream attention to HIV and health into action on gender, poverty and the broader effort to achieve and sustain the Millennium Development Goals. For example, UNDP works with countries to understand the social and economic factors that play a crucial role in driving health and disease, and to respond to such dynamics with appropriate policies and programmes outside the health sector. UNDP also promotes specific action on the needs and rights of women and girls as they relate to HIV.

Second, UNDP works with partners to address the interactions between governance, human rights and health responses. Sometimes this is done through focused or specialized programmes, such as promoting attention to the role of legal environments (law and access to justice) in facilitating stronger HIV responses, including the use of flexibilities in intellectual property and human rights law to lower the cost of drugs and diagnostics and to increase access to HIV-related treatment. UNDP also works to empower and include people living with HIV and marginalized populations who are disproportionately affected by HIV - also known as key populations - such as sex workers, men who have sex with men, transgender people. Beyond these focused efforts, UNDP plays a key role in ensuring attention to HIV and health within broader governance and rights initiatives, including support to district and municipal action on MDGs, strengthening of national human rights institutions and increasing access to justice for marginalized populations.

Third, as a trusted, long-term partner with extensive operational experience, UNDP supports countries in effective implementation of complex, multilateral and multisectoral health projects, while simultaneously investing in capacity development so that national and local partners can assume these responsibilities over time. The UNDP/Global Fund partnership is an important part of this work, facilitating access to resources for action on MDG 6 by countries that face constraints in directly receiving and managing such funding. UNDP partners with countries in crisis/post-crisis situations, those with weak institutional capacity or governance challenges, and countries under sanctions. When requested, UNDP acts as interim Principal Recipient in these settings, working with national partners and the Global Fund to improve management, implementation and oversight of Global Fund grants, while simultaneously developing national capacity for governments or local entities to be able to assume the Principal Recipient role over time.

C. PURPOSE

Being LGBTI in the Caribbean: Reducing Inequality & Exclusion Experienced by LGBTI People

The Being LGBTI in the Caribbean (BLIC) project aims to enhance knowledge, partnerships, and capacities of LGBTI communities, civil society and States to reduce human rights violations and negative attitudes towards LGBTI people in the Caribbean, with country level focus in Barbados, Dominican Republic, Haiti and Jamaica, as well as regional activities The project will seek to increase access to justice for LGBTI persons, through the implementation of LGBTI inclusive public policies; increased representation of LGBTI in national and regional fora; and by addressing stigma and discrimination.

Objective

The purpose of the consultancy is to stimulate the development of a framework of action and provide possible ways forward in advancing the human rights of intersex people. The objective is to raise awareness on the situation of intersex persons and to inform governments, key stakeholders and practitioners in the Caribbean about current ethical and human rights developments, including current global good practices to protect and empower intersex people.

The study will provide points of departure for strategies how to improve the human rights situation of intersex persons, yet how to develop measures aimed at enhancing the protection against discrimination of intersex persons in the selected Caribbean countries.

D. SCOPE OF WORK

Duties and Responsibilities

Under the overall supervision of the Regional Team Leader, the Consultant will be responsible for:

Communication support to the BLIC Project:

- To prepare and submit research methodology, as well as propose a detailed outline of the pilot study;
- To collect data on the situation of intersex persons in the BLIC project countries, including on the discrimination and prejudice they encounter in daily life;
- To examine the medical, legal and administrative regulations in BLIC project countries that prevent intersex people from fully enjoying their human rights;
- To review the current legislation and medical approaches, arguments and practices in BLIC project countries, identify gaps in the protection of intersex people, and propose measures to address the problems;
- To provide recommendations on ways to move forward, in particular in the legal and medical fields, as well as cultural practices.

E. EXPECTED OUTPUTS / DELIVERABLES

Deliverable	***Estimated Time to Complete***	***Due Date***	***Review and Approval*** *(Title of supervisor)*
Research methodology structure and outline of the study	*One week*	*One week after signing contract*	*Regional Team Leader, HHD*
Assessment of intersex related diagnosis within the healthcare systems in each of the BLIC project countries	*Two weeks*	*Three weeks after signing*	*Regional Team Leader, HHD*

List of the institutions dealing with intersex persons in each of the BLIC project countries	*One week*	*3 weeks after signing contract.*	*Regional Team Leader, HHD*
Assessment and analysis of medical protocols that are implemented in each of the BLIC project countries	*One month*	*6 weeks after signing contact.*	*Regional Team Leader, HHD*
Analysis of legal and administrative processes that intersex persons are subjected to in each of the BLIC project countries	*Three weeks*	*8 weeks after signing contract.*	*Regional Team Leader, HHD*
- *Interviews with physicians who deal with intersex people in each of the BLIC project countries* - *Interviews with parents and/or families of intersex people (to understand cultural beliefs and process of consent for surgical intervention)*	*2 weeks*	*10 weeks after signing contract.*	*Regional Team Leader, HHD*
Draft Study Report	*Three weeks*	*13 weeks after signing contract*	*Regional Team Leader, HHD*
Final Study Report	*Three weeks*	*16 weeks after signing contract*	*Regional Team Leader, HHD*

F. INSTITUTIONAL ARRANGEMENTS

The Consultant will work under the guidance and supervision of the HIV Health and Development Team Leader for LAC.

G. DURATION OF THE WORK

The assignment duration is 4 months.

H. DUTY STATION

The contractor will be home based but may be required to travel to Barbados, Dominican Republic, Haiti and/or Jamaica. The consultant will be expected to closely liaise with the Regional HIV, Health and Development team based in the Panama Regional Hub.

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.

I. QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR

Academic Background:

- Masters' degree in human rights, law, international relations, international development, social sciences or related fields.

General Experience:

- Minimum of 5 years of professional experience in the field of LGBTI and health rights;
- Excellent writing, research and analytical skills;
- Work experience in the Caribbean would be considered an asset.

Specific Experience:

- Demonstrated experience working an international context with a variety of stakeholders, such as senior government officials and United Nations professionals, journalists, policy- and decision-makers;
- Proven experience in formulating/writing programme document and research reports.

Required Languages:

- Fluency in English, both written and oral and working knowledge of either Spanish or French.

J. SCOPE OF BID PRICE AND SCHEDULE OF PAYMENTS

UNDP will pay the expert the fees specified in the contract.

Signed contracts in the individual agreement mode do not entail any advance fees either at the contract start date or at the start of the 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.

K. RECOMMENDED PRESENTATION OF PROPOSAL AND OTHER RELEVANT INFORMATION

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.

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.

Annex 2

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

Date _____

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

Dear Sir/Madam:

I hereby declare that:

a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities for process **12942 RSC 2018 (2nd. Announcement) – Senior Partnerships Advisor**;

b) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;

c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;

d) I hereby propose to complete the services based on the following payment method:

☐ A lump sum of [*state amount in words and in numbers, indicating exact currency]*, payable against deliverable as described in the Terms of Reference.

e) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;

f) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline;

g) 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];*

h) If I am selected for this assignment, 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:

_____

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

☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;

☐ I am currently engaged with UNDP and/or other entities for the following work:

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

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

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

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:

_____ _____

BREAKDOWN OF COSTS
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

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

Cost Component	***Unit Cost***	***Quantity***	***Total Rate*** *(for the Contract Duration)*
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (specify)			
II. Travel Expenses to join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (specify)			

B. ***Breakdown of Cost by Deliverables****

Deliverable *[list them as referred in TOR]*	***Total Price Percentage*** *(Weight for Payment)*	***Amount***
Deliverable 1	*6.25%*	
Deliverable 2	*12.50%*	
Deliverable 3	*6.25%*	
Deliverable 4	*6.25%*	
Deliverable 5	*18.75%*	
Deliverable 6	*12.50%*	
Deliverable 7	*18.75%*	
Deliverable 8	*18.75%*	
TOTAL	***100.00%***	***USD***

**Basis for payment tranches*

Annex 3

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 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[1]. 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 USD

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

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

[1] 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.

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 Programme**	**INDIVIDUAL CONTRACTOR:**
Name; _____	**Name;** _____
Signature; _____	**Signature;** _____
Date; _____	**Date;** _____

UNITED NATIONS DEVELOPMENT PROGRAMME
GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

1. LEGAL STATUS

The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN' Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946.

Accordingly, nothing within or relating to the Individual Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. STANDARDS OF CONDUCT

In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Individual Contract. Should any authority external to UNDP seek to impose any instructions on the Individual Contract regarding the Individual contractor's performance under the Individual Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Individual Contract or otherwise related to its obligations under the Individual Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Individual Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Individual Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Individual Contract. In the performance of the Individual Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission".

The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Individual Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special

measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Individual Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Individual Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

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

Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Individual Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Individual Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Individual Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Individual Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Individual Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Individual Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Individual Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Individual Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and

shall be delivered only to UNDP authorized officials on completion of work under the Individual Contract.

1. 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 recluded 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, a n d upon prior written agreement, such travel shall be at the expense of UNDP . Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Individual Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

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

7. SUBCONTRACTORS

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Individual Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed 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 donor 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.

Annex 4

EVALUATION CRITERIA

TECHNICAL PROPOSAL		Max Points	%
TECHNICAL CRITERIA	**Preliminary Revision:** Required documents verification: Signed Financial Proposal, Letter of Interest dully signed, P11 Form, and proposal in English explaining why they are the most suitable for the work. Revision and verification of UNDP Vendors Suspended database.	**PASS/FAIL**	**70%**
	A. Academic Background	**10**	
	Masters' degree in human rights, law, international relations, international development, social sciences or related fields.	10	
	B. Experience	**20**	
	Minimum of 5 years of professional experience in the field of LGBTI and health rights.	20	
	C. Specific Experience	**30**	
	Demonstrated experience working an international context with a variety of stakeholders, such as senior government officials and United Nations professionals, journalists, policy- and decision-makers.	15	
	Proven experience in formulating/writing programme document and research reports.	15	
	D. Languages	**10**	
	Fluency in English, both written and oral and working knowledge of either Spanish or French.	10	
	TECHNICAL PROPOSAL	**70**	**70%**
	FINANCIAL PROPOSAL	**30**	**30%**
	Total	**100**	**100%**

EVALUATION OF THE FINANCIAL PROPOSAL

In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. A suggested formula is as follows:

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

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