



CONSULTANT PROCUREMENT NOTICE

Reference: **PN/KRT/GF/19/003**

Date: 28 March 2019

Country: Sudan

Description of the assignment: National Consultant to Support implementation of Enhancement of Functional of the Electronic LMIS to Facilitate Accurate, Complete and Timely Reporting Of Logistics Data from Central , State, ARTs Level.

Project name: Strengthening Health Systems in Sudan

Period of assignment/services (if applicable): 200 working days within 11 months

Consultancy for: National applicants.

Proposal should be submitted at the following address:

United Nations Development Programme (UNDP)
Global Fund Programme Management Unit
UNDP Compound, House 7, Block 5, Gama'a Avenue,
P O BOX: 913
Khartoum, Sudan,
OR

Submitted electronically in PDF format ONLY to procurement.gf.sd@undp.org no later than **04 April 2019 at 12:00 noon, Khartoum local time** (file size should not exceed 10 MB). Applications shall be complete as per the attached annexes and include a technical and financial proposal and P11 form/CV.

Any request for clarification must be sent in writing, or by standard electronic communication to the email address: bid.queries.gfatm@undp.org. UNDP will publish all questions and answers on the UNDP Sudan website, including an explanation of the query without identifying the source of inquiry.

Annex (1)
Terms of Reference
for

National Consultant to **Support implementation of enhancement of functional of the electronic LMIS to facilitate accurate, complete and timely reporting of logistics data from central , state, ARTs level.**

Project name: UNDP Project funded by the Global Fund - Strengthening Health Systems in Sudan

A. Project Title: Strengthening Health Systems in Sudan

B. Project Title : Strengthening Health Systems in Sudan

C. Project Description

UNDP is a key partner to the Global Fund to fight AIDS, Tuberculosis and Malaria and is a Principal Recipient for 3 Global Fund disease grants in Sudan (Malaria, HIV and TB). The Federal Ministry of Health is the Principal Recipient for the Health System Strengthening Grant. In their role of Principal Recipient, UNDP is responsible for the financial and programme management of the Global Fund disease grants as well as procurement of pharmaceutical, non-health items and required services. UNDP as the interim PR have a strong element of capacity development integrated into the various aspects of grant management including, financial management, procurement and supply chain management and, planning and monitoring of the sub recipient activities. As part of their role as interim PR, and in line with UNDPs overall commitment and cooperation with the Government, UNDP is currently supporting the Federal Ministry of Health in the smooth implementation of the recently signed HSS grant.

The Republic of Sudan's Health Sector Strategic Plan 2012 – 2016 provides the overarching framework and direction for different players in the sector to respond to the identified health challenges. The health service delivery system in Sudan includes a range of public providers and both not for profit and for profit private sector providers. The Federal Ministry of Health (FMOH) has a leading role in policy and stewardship while responsibility for delivery of public services is largely led by states and their localities and by other agencies including police and army health services and the National Health Insurance Fund (NHIF).

The National Medical Supply Fund (NMSF) and the Federal ministry of Health (FMOH) in collaboration with the Global Fund to fight Aids, Tuberculosis and Malaria (GFATM) and United Nations Development Programme (UNDP) has undertaken several initiatives to strengthen the Supply Chain Management System (SCMS) for Aids, Tuberculosis and Malaria commodities in an attempt to match the country's scale-up of HIV/AIDS, TB and Malaria services at the different levels.

UNDP is responsible for the procurement of medicines, medical products, medical equipment's and other items related to the GF grants in Sudan. The National Medicines Supply Fund (NMSF) is a sub recipient of the GF grants with the mandate of providing receiving, warehousing, distribution and logistics management information system to the items procured in the project. The commodities procured by the GF grants are supplied at the health facility, locality and state and central levels through a network of intermediate medical stores. NMSF implemented the supply chain system for the Global Fund Commodities with technical assistance from AXIOS Foundation since 2012 to 31st December 2014.

The supply system has been redesigned by Axios to improve system effectiveness and efficiency and one of the key elements in the system is Logistics Management Information System (LMIS) where adequate logistics information is captured through formats and reports. Since 2014, UNDP in close collaboration with NMSF delivered key milestones in support of functionality of the e-LMIS including ; contracting the consulting firm Ramco, to automate the LMIS by developing a layer on the existing ERP package operated by NMSF; Canar to do the networking infrastructure across the 18 states and Axios in addition to national consultants to support training, implementation and monitoring of the e-LMIS across the country including key HIV and TB service delivery points.

The ERP/eLMIS system is now used in all of Sudan states for inventory management and logistics data collection. It provides the central level with Near Real-Time (NRT) inventory stock and logistics data for better and timely health commodity supply chain decision making nationally. The new system enables central level to monitor states stock levels, execution of the distribution plan and early alert for any items nearing to be expired which will reduce waste and saves money, time and effort in all supply chain levels and activities.

D. Scope of work, responsibilities and description of the proposed technical work

- Ensure that ERP/eLMIS Supply chain transactions are completed on time and there is no discrepancy between physical stock and ERP system stock to support informed decision making process on consumption, forecasting, quantification of GF commodities.
- Ensure that LMIS monthly and quarterly dataflow from state level have been submitted on timely manner and completed in term of locality number.
- Follow up with NMSF IT department to ensure GF store in North Darfur, South Darfur and Blue Nile states are connected to state network to enable the completion of the ERP Supply chain transaction cycle.
- Provide technical support to the implementation of the ELMIS in 37 ART/VCT centers and one TBMU center (Abu Anja); including checking hardware and software components such as desktop computers, internet devices, internet availability, and qualification of staff and provide training and capacity building to get ready to use the system.
- Follow up with NMSF IT department to ensure that all Sudan states do have an IT technician to provide technical assistance and support locally and there is a backup plan for the failure of network connectivity.
- Develop a mechanism to integrate eLMIS data with any related data sources (HIS/DIHS2, TIER.Net at ART centres and TB/MIS).

- Actively engage in technical supervisory follow-up visit on ERP/eLMIS system effectiveness and efficiency providing technical support and troubleshooting to ensure functionality in all Sudan states including NMSF stores, ARTs centres and key TBMUs.
- In collaboration with NMSF plan and organize monthly Project Technical Team (PTT) meeting, to review project implementation status; reviewing contracting company deliverables, bottlenecks and jointly come up with corrective actions to realize the implementation of set out activities.

The team conducting the consultancy will include;

- National consultant (s)
- NMSF IT and Medicine Supply Departments at central and state levels.
- National Technical Working Group from different actors from HIV disease response including government departments mainly (CNCDCD, ART, HIS,IT) at central and state levels, UN agencies.
- Representatives from beneficiaries, line ministries.

E. Expected Outputs

The consultant is responsible for the following deliverables:

Task	Deliverables/ Outputs	Estimated Duration to Complete
<ul style="list-style-type: none"> • Review the current status of the implemented and running ERP system at states to define the performance, constraints, bottlenecks and the possible solutions to fully utilize of automation. Review through analysis of the ERP system and telephonic assessment. 	<ul style="list-style-type: none"> • Report on ERP system performance constraints at each state level. • Road map for the planned interventions at each state level to resolve bottle necks and enhance ERP system performance. 	Within 15 days
<ul style="list-style-type: none"> • Provide technical support to the implementation of the ELMIS in 37 ART/VCT centers and one TBMU center (Abu Anja); including checking hardware and software components such as desktop computers, internet devices, internet availability, and qualification of staff and provide training and capacity building to get ready to use the system. 	<ul style="list-style-type: none"> • Progress report about the performance and functionality of the eLMIS at 37 ARTs and one TBMU centers including implemented intervention and results. 	Within 60 days
<ul style="list-style-type: none"> • Conduct Technical supervisory visit to all states to enhance the performance of the supply chain information systems (ERP, eLMIS, ART/VCT eLMIS, TIER.Net) and provide on job training (OJT). 	<ul style="list-style-type: none"> • Technical supervisory visit plan to 18 states. • Progress Report on supervisory visit feedback for each state including actions implemented to resolve identified bottle necks and improved ERP system. 	Within 60 days
<ul style="list-style-type: none"> • Review the current status of the implemented HIV/AIDS TIER.Net system at all states to define the performance constraints and the possible solutions to 	<ul style="list-style-type: none"> • Report on HIV/AIDS TIER.Net system performance constraints • Road map for planned interventions at each state level to resolve bottle 	Within 20 days

fully activation of the system in 37 ARTs sites.	necks and enhance TIER.Net system performance.	
<ul style="list-style-type: none"> • Provide technical support to strengthen the TIER.Net implementation and performance, including: define the procedures, develop SOPs and user guide, refreshment trainings 	<ul style="list-style-type: none"> • Report on HIV/AIDS TIER.Net system retraining and activation conducted in 37 ARTs sites. 	Within 45 days
<ul style="list-style-type: none"> • Conduct a monthly Project Technical Team (PTT) meeting, to review project implementation status; reviewing contracting company deliverables, bottlenecks and jointly come up with corrective actions to realize the implementation of set out activities. 	<ul style="list-style-type: none"> • Meeting minutes 	Monthly

F. Institutional Arrangements:

The consultant will report to the Supply Chain Analyst at the Programme Management Unit of UNDP under overall guidance of the Deputy Programme Manager and will be required regular progress update on the assignment progress. S/he will work in close collaboration with the HIV M&E Analyst, M&E Specialist at Programme Management Unit of UNDP and the TB Programme M&E Technical Working Group in Sudan.

The following key stakeholders in the HSS and HIV response in Sudan, will be involved in the consultancy process as appropriate NMSF, CNCD, HIS, IT, staff working in ARTs, TBMs, WHO staff, UNDP GFATM unit staff.

The consultant will be required to regularly update, present, discuss the consultancy progress, findings and final report to the above-mentioned stakeholder as per agreed on in country schedule.

The consultancy process will entail focus group discussions, meetings, workshops and other data collection methodologies. UNDP in collaboration with NMSF will be responsible to provide all the necessary logistical support and shall cater for all the financial aspects linked to the consultancy process.

G. Duration of the Consultancy:

The contract will be for a maximum period of 200 working days within duration of eleven months starting mid - January 2017. The work will include activities to be undertaken in Khartoum and in the states.

UNDP and project implementing partners are expected to review outputs, give comments, and approve/accept outputs within the consult duration of three months.

This consultancy is of extra importance and urgency to support the TB, HIV and Malaria logistic data to inform the country and contribute to the achievement of the Supply Chain strengthening and National Strategic Plan development which also feeds to the Global Fund TB, HIV and Malaria grant implementation.

H. Duty Station:

The consultant will be based in in Khartoum state.

The consultant will be required to report regularly or be present at UNDP, NMSF premises as appropriate during presence in the country.

I. Qualifications of Consultant

Education

- Bachelor degree in computer science or information systems or information technology or related fields.
- Specialized training in information technology, software development, pharmaceutical and health products logistic information system.

Experience

- Minimum 10 years' Professional experience in Information System (IS) development projects and deployment, preferably working in, logistics management information system and health management information systems.
- 3 years' experience in development and implementation of large scale electronic logistic management information system which may cover all Sudan states, localities and health facilities.
- Good understanding of the pharmaceutical and health products supplies chain management systems and health information system in Sudan.
- Experience in IT project management, software engineering, capacity building and disaster recovery is added value.
- Experience in installation, troubleshooting and maintenance of hardware (PCs), local and wide area network (intranet/internet/extranet) is added value.
- Good in gathering and analytics of logistics data to support making informative decision in different supply chain components.

Language

- English and Arabic language fluency and strong writing skills required.

Competencies

- Demonstrates commitment to UNDP's mission, vision and values.
- Exerts strict adherence to corporate rules, regulations and procedures.
- Knowledge Management and Learning.
- Shares knowledge and experience.

Evaluation Criteria:

Individual consultants will be evaluated based on the following methodologies:

Award of contract will be made to the individual contractor 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.

1. * Technical Criteria weight; 70%

2. * Financial Criteria weight: 30%

Only candidates obtaining a minimum of 49 points (or 70% or above) in the technical evaluation will be considered for the Financial Evaluation*

Evaluation Grid for national consultant	Weight	Total Obtainable Marks
A. Technical Evaluation Criteria		
• Specialist with university degree in computer science, information systems, information technology or related fields.	29%	20
• Specialized training in information technology, software development, pharmaceutical and health products logistic information system.	14%	10
• 10 years' Professional experience in Information System (IS) development projects and deployment, preferably working in, logistics management information system and health management information systems.	29%	20
• 3 years' experience in development and implementation of large scale electronic logistic management information system which may cover all Sudan states, localities and health facilities.	29%	20
SUB TOTAL (A)	100%	70
B. Financial Proposal	30%	30
b. <u>Financial Proposal</u> (Please refer to the "Breakdown of Cost" Template enclosed in the bidding document under "Offeror's Letter to UNDP" for detailed preparation of Financial Proposal)		
SUB TOTAL (B)	30%	30
GRAND TOTAL (A+B)	100%	100

I. Scope of Bid Price and Schedule of Payments

The consultancy fee will be determined on a lump sum basis based on the standard UN consultancy rates for similar qualifications. The lump sum amount must be all-inclusive and the contract price must be fixed regardless of changes in the cost components. Payment will be made upon completion of deliverables. (Financial offer template as per Table A of breakdown costs found in Offerors Letter).

Travel:

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

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

J. Recommended Presentation of Proposal

Applicants are kindly requested to complete and sign and submit all the following documents:

1. **Personal CV & P11 form**, indicating all past experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references;
2. **Brief description** of why the individual considers him/herself as the most suitable for the assignment.
3. **Financial Proposal** that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided.
4. Duly accomplished **Letter of Confirmation of Interest and Availability (Offeror's letter)** using the template provided;

K. Annexes to the TOR

1. Annex (1) - Terms of Reference (TOR)
2. Annex (2) – OFFEROR'S LETTER TO UNDP -CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT
3. Annex (3) – Template for Breakdown of Costs Supporting the Final All-Inclusive Price as per Template.
4. Annex (4) - P11 Form
5. Annex (5) - UNDP General Conditions of Contract for Services of Individual Contractors

Annex (2)
OFFEROR'S LETTER TO UNDP
CONFIRMING INTEREST AND AVAILABILITY
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date _____

Resident Representative
United Nations Development Programme (UNDP)
Global Fund Programme Management Unit
UNDP Compound, House 7, Block 5, Gama'a Avenue,
P O BOX: 913
Khartoum, Sudan,

Dear Sir/Madam:

I hereby declare that:

I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of **[Support implementation of enhancement of functional of the electronic LMIS to facilitate accurate, complete and timely reporting of logistics data from central , state, ARTs level];**

- a) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- b) 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;
- c) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex ();
- d) I hereby propose to complete the services based on the following payment rate :

☐ A total lump sum of *[state amount in words and in numbers, USD]*, payable in the manner 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:

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

- ☒ CV
- ☒ Duly signed P11 Form.
- ☒ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template.
- ☒ Brief Description of Approach to Work (if required by the TOR).
- ☒ UNDP General Conditions of Contract for Services of Individual Contractors

Annex (3)
BREAKDOWN OF COSTS
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A. Breakdown of Cost by Components:

Cost Components	Unit Cost	Quantity	Total cost SDG/USD*
Professional Fees			
Others			
Total SDG			

- **National consultant to quote in SDG.**

Annex 4 – P11 form

INSTRUCTIONS Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions.		UNITED NATIONS DEVELOPMENT PROGRAMME PERSONAL HISTORY FORM <i>(for Service Contracts and Individual Contracts)</i>			
1. Family Name		First Name		Middle name	
				Maiden name, if any	
2. Da Mo Yr Date of Birth		3. Place of Birth		4. Nationality (ies) at birth	
				5. Present nationality (ies)	
6. Sexe					
7. Height		8. Weight		9. Marital status	
				Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widow <input type="checkbox"/> Divorced <input type="checkbox"/>	
10. Permanent address		11. Present Address (if different)		12. Office Telephone No.	
Telephone No.		Telephone No.		Office Fax No.	
Fax No.		Fax No.		Office E-mail No.	
13. Do you have a spouse and/or children? YES <input type="checkbox"/> NO <input type="checkbox"/> if the answer is "yes", give the following information:					
NAME		Date of birth		Relationship	
14. Have you taken up any legal permanent status in any country other than that of your nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If the answer is "yes", which country?					
15. Have you taken any legal steps towards changing your present nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer is "yes", explain fully:					

16. Are any of your relatives employed by UNDP, any other UN organization or any other public international organization? YES <input type="checkbox"/> NO <input type="checkbox"/> If the answer is "yes", give the following information:								
NAME			Relationship		Name of International Organization			
17. What is your preferred field of work?								
18. KNOWLEDGE OF LANGUAGES. What is your mother tongue?								
OTHER LANGUAGES	READ		WRITE		SPEAK		UNDERSTAND	
	Easily	Not Easily	Easily	Not Easily	Fluently	Not Fluently	Easily	Not Easily
19. For clerical grades only <i>Indicate speed in words per minute</i>					<i>List any office machines or equipment you can use</i>			
Typing Shorthand	English	French	Other languages					
20. EDUCATIONAL. Give full details - N.B. Please give exact titles or degree in original language.								
A. UNIVERSITY OR EQUIVALENT Please do not translate or equate to other degrees.								
NAME, PLACE AND COUNTRY			ATTENDED FROM/TO		DEGREES and ACADEMIC DISTINCTIONS OBTAINED		MAIN COURSE OF STUDY	
			Mo./Year	Mo./Year				
B. SCHOOLS OR OTHER FORMAL TRAINING OR EDUCATION FROM AGE 14 (e.g. high school, technical school or apprenticeship)								
NAME, PLACE AND COUNTRY			TYPE		ATTENDED FROM/TO		CERTIFICATES OR DIPLOMAS OBTAINED	
					Mo./Year	Mo./Year		
21. LIST PROFESSIONAL SOCIETIES AND ACTIVITIES IN CIVIC, PUBLIC OR INTERNATIONAL AFFAIRS								

22. LIST ANY SIGNIFICANT PUBLICATIONS YOU HAVE WRITTEN (Do not attach)				
<p>23. EMPLOYMENT RECORD: Starting with your present function, list in reverse order every employment you have had. Use a separate block for each FUNCTION. Include also service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Give both gross and net salaries per annum for your last and present FUNCTION.</p>				
A. PRESENT FUNCTION (LAST FUNCTION, IF NOT PRESENTLY IN EMPLOYMENT)				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:			TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:			NAME OF SUPERVISOR:	
			NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON LEAVING: FOR
DESCRIPTION OF YOUR DUTIES				

B. PREVIOUS FUNCTION (IN REVERSE ORDER)

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:			TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:			NAME OF SUPERVISOR:	
			NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON LEAVING: FOR
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	

NAME OF EMPLOYER:				TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:	
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES					
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:	
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL		
NAME OF EMPLOYER:				TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:	
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES					
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:	
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL		
NAME OF EMPLOYER:				TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:	
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING:

DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:			TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:			NAME OF SUPERVISOR:	
			NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:			TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:			NAME OF SUPERVISOR:	
			NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES				
24. DO YOU HAVE ANY OBJECTIONS TO OUR MAKING ENQUIRIES OF YOUR PRESENT EMPLOYER? YES <input type="checkbox"/> NO <input type="checkbox"/>				

<p>25. ARE YOU NOW, OR HAVE YOU EVER BEEN A PERMANENT CIVIL SERVANT IN YOUR GOVERNMENT'S EMPLOY? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer if "yes", WHEN?</p>		
<p>26. REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications. <i>Do not repeat names of supervisors listed in item 24.</i></p>		
FULL NAME	FULL ADDRESS	BUSINESS OR OCCUPATION
<p>27. STATE ANY OTHER RELEVANT FACTS IN SUPPORT OF YOUR APPLICATION. INCLUDE INFORMATION REGARDING ANY RESIDENCE OUTSIDE THE COUNTRY OF YOUR NATIONALITY.</p>		
<p>28. HAVE YOU BEEN ARRESTED, INDICTED, OR SUMMONED INTO COURT AS A DEFENDANT IN A CRIMINAL PROCEEDING, OR CONVICTED, FINED OR IMPRISONED FOR THE VIOLATION OF ANY LAW (excluding minor traffic violations)? YES <input type="checkbox"/> NO <input type="checkbox"/> If "yes", give full particulars of each case in an attached statement.</p>		
<p>29. I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.</p> <p>DATE: _____ SIGNATURE: _____</p>		
<p>NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.</p>		

ANNEX 5

General Conditions of Contract for Services of Individual Contractors

1. LEGAL STATUS

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

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

2. STANDARDS OF CONDUCT

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

The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause. Prohibition of Sexual Exploitation and Abuse: In the performance of the Individual Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

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

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Individual Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Individual Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Individual Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Individual Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Individual Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Individual Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Individual Contract.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Individual Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Individual Contract.

Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Individual Contract, including any extension thereof, and, unless otherwise provided in the Individual Contract, shall remain effective following any termination of the Individual Contract.

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

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

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

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

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

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

7. SUBCONTRACTORS

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

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

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

9. INDEMNIFICATION

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or

any other goods or services provided to UNDP for its use under the terms of the Individual Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Individual Contract, which give rise to legal liability to anyone not a party to the Individual Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Individual Contract.

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

11. ENCUMBRANCES AND LIENS

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Individual Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any

peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Individual Contract.

13. TERMINATION

Either party may terminate the Individual Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Individual Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Individual Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is 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 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.

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.