



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Human Rights Consultant for “Scoping Mission to UNDP Libya”

Date: 24th November 2013

Country: Libya

Description of the assignment: UNDP Libya is seeking an international consultant “Human Rights”, to work under the overall guidance of UNDP Libya Country Director and in close collaboration with the Human Rights Country Office Focal Point in Libya. The consultant is expected to conduct internal consultations with the relevant focal points in the UNDP Country Office, relevant Ministries and Donor communities, to draft a concept note and agenda for the discussions, drafting of UNDP Libya Human Rights Framework of support and finalization of project document and Office Action Plan to mainstream Human Rights into current programme and projects.

Project Name: Support to Transitional Justice

Period of assignment/services: 30 working days (6 weeks), over 3 month’s period

Please submit your Technical and Financial proposals to the following e-mail address no later than **09th December, 2013**. Email: procurement.ly@undp.org

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. procurement.ly@undp.org will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

1. BACKGROUND

The outbreak of the Libyan revolution in February 2011 has been followed by accusations of human rights violations by involved parties. This has added to the 42 years heritage of human rights violations committed by the previous regime. As a common feature of the Arab Spring Revolution, the huge accumulation of violations and imposed rights restrictions was one of the main drivers for Libya's uprising.

In September 2011, United Nations Support Mission in Libya (UNSMIL) was established by the Security Council resolution (2009)¹, to assist and support Libyan national efforts during the transition.

Libya's Interim authorities, the National Transitional Council have repeatedly expressed their high commitment to human rights beginning with the Constitutional Declaration issued on 3 August 2011, as well as in the declaration of liberation in 23 October 2011, the 2012 elections moved the responsibilities of maintaining this commitment to the National General Congress.

In May 2012, the National Transitional Council adopted Law 38 requiring all detainees held outside of state control to be transferred to the Ministries of Interior or Defense, or to be prosecuted or released within 60 days. The Libyan authorities have taken steps to implement this law, but progress has been slow and many detention centers are still operated by militias outside of full government control. The way of treatment of detainees who are held in these facilities is still a point of concern².

As of December 2012, thousands of people are held in illegal detention facilities without any judicial process. Ill treatment, torture, and even killings in custody are a sad reality. Tens of thousands of displaced Libyans languish in camps around the country, many of whom have been unlawfully forcibly displaced from their homes.³

International NGOs continue to report on the conditions and treatment of individuals in detention facilities, and in particular the treatment of migrants in detention. Overcrowding, lack of food and medical supplies and allegations of mistreatment and torture have been reported⁴.

Undoubtedly, immense challenges lie ahead. The conditions of detention and treatment of detainees held by various revolutionary brigades and the lack of oversight by the central authorities creates an environment conducive to torture and ill-treatment. Moreover, a structure and process for judicial screening of detainees is not put in place yet so that those detainees held without any legal basis can be released while others receive a fair trial. The situation of persons subjected to internal forced and involuntary displacement also remains an area of concern. Extensive efforts are also needed to promote Women's situation in Libya. In addition to addressing ongoing human rights concerns, Libyans are faced with the enormous challenge of addressing past & current abuses. These include violations committed during the former regime, as well as violations of international human rights and international humanitarian law committed during the conflict.

¹http://www.un.org/ga/search/view_doc.asp?symbol=S/RES/2009%282011%29, later extended by the resolution 2040/2012: http://www.un.org/ga/search/view_doc.asp?symbol=S/RES/2040%282012%29

²<http://fcohrdreport.readandcomment.com/human-rights-in-countries-of-concern/libya/quarterly-updates-libya/>

³Human Rights Watch Website, <http://www.hrw.org/middle-eastn-africa/libya>, December 2012.

⁴<http://fcohrdreport.readandcomment.com/human-rights-in-countries-of-concern/libya/quarterly-updates-libya/>

Law No 17 on transitional justice was passed in February 2012, but it remains unimplemented. A Fact-Finding and Reconciliation Commission was also appointed in February 2012, the law was subject to criticism by CSOs and the Law could not be implemented by the FFRC due to technical obstacles, a revision was adopted in September 2013, by which some technical gaps were bridged and a new FFRC to be appointed.

A Libyan “National Council for Human Rights & Public Liberties” was established by the NTC in November/2011 by the Law No (5) for the year 2011, the council was established in line with recommendations of Paris declaration, one year from its establishment, the council activities were limited to issuing press releases and preparing simple reports, the institutional as well as the individual level of capacity needs further assessment, planning and development. The nature of the council activities and cooperation with human rights civil society organizations, as well as the public at large needs to be further clarified.

The role of Libyan lawyers syndicate is still not obvious, and since the beginning of the revolution, a new Libyan civil society is trying to build from scratch its organizational structures, human capacities and programs. Civic groups, charities and social organizations, have emerged very actively in a country where civil social activism had severely been repressed for decades.

In accordance to the security council resolution (2009) for 2011, UNSMIL’s was mandated to lead the coordinated UN efforts in promoting and protecting *human* rights, particularly for those belonging to vulnerable groups, and supporting transitional justice, for this a special unit was established in UNSMIL that is dedicated to provide support in “Human rights, Transitional Justice, & Rule of Law” country needs.

The overarching aim of UNDP in regard to Human Rights is to contribute to the creation of an enabling environment for democratic governance and sustainable human development by linking human rights and human development and applying a human rights-based approach in its development work.

Within this background, the UNDP Regional Centre in Cairo will assist the Country Office with the following objectives:

2. OBJECTIVES:

1. Support to UNDP Country Office in:

- a. Reviewing related documents and Preparation of situation analysis with regards to the structure and status of National Council for Human Rights & public liberties, as well as national Human Rights CSOs, other Human rights Institutions.
- b. Identify capacities and gaps and review existing institutional arrangements by the National Council for Human Rights & public liberties.
- c. Assess UNDP CO response capacity, and identify capacity development needs.
- d. Identify UNDP entry points, UNDP’s added value and recommended positioning in Human Rights in the current Libyan context;
- e. Consult with other multilaterals and bilateral support stakeholders to the National Council for Human Rights & public liberties.
- f. Ensure the participation of relevant stakeholders in the development and endorsement of the framework of support.

- g. Facilitate organizing roundtable discussions between the National Council for Human Rights & Public Liberties, UNDP, UNSMIL and other institutions as appropriate, with the main aim to identify cooperation framework and areas where the council needs support In terms of capacity building, and how UNDP, & UNSMIL can better support.
 - h. Develop UNDP framework of support to National Council for Human Rights & public liberties and other national stakeholders relevant to Human Rights issues.
2. Advise the National Council for Human Rights & public liberties on its institutional development strategy
 3. Engage in donor awareness and resource mobilization as appropriate and in close coordination with the UNDP Libya, and UNSMIL.
 4. Advise country office on mainstreaming HR into current programme and projects.
 5. Draft a project document proposal for UNDP based on the developed Framework.

3. MANAGEMENT ARRANGEMENT:

While the Regional Centre (governance team leader and human rights specialist) will be taking the lead in providing the assistance to the CO, an international Arabic-speaking consultant will also be hired. Under the overall guidance of the UNDP Libya Deputy Country Director, and in close collaboration with the Human Rights Country Office Focal Point in UNDP Libya, the international consultant shall consult with the Libyan National Council for Human rights & public liberties, relevant Ministries, UN Agencies, and national as well as international NGOs.

4. DELIVERABLES:

While the details of timeframe for these deliverables will be determined during the first joint mission with the RCC and the consultant, the overall work is planned to take place on three stages:

<i>Stage / Product #</i>	<i>Duty Station</i>	<i>Time frame (Working days)</i>
The first stage expected deliverables are:	Tripoli	20 working days
1. Inception Plan to be produced within the first week, to be discussed and agreed upon with UNDP before proceeding with the scoping mission.		
2. Consultant is expected to conduct internal consultations with relevant focal points in the CO, liaise with selected project managers, national counterparts, basically National Council for Human Rights & Public Liberties, other relevant Ministries and state institutions such as Human rights committee at the General National Congress, ministry of Justice & High Judiciary council, UN Agencies, NGOs, and donor community (embassies ,...etc)therefore minutes of meeting to be prepared.		
3. Draft Concept Note, & Agenda for the round table discussion “see objective 1”.		
4. Draft UNDP Libya Human rights framework of support, outlining: needs, priorities, budget, and risk assessment.		
5. Draft Funds Mobilization Plan for UNDP planned activities.		

Stage / Product #	Duty Station	Time frame (Working days)
<p>Second Stage will be 7 working days, through which the round table discussion will be organized, expected deliverables are:</p> <ol style="list-style-type: none"> 1. Facilitation of the discussions through the roundtable meeting sessions. 2. Prepare a final report of the round table discussion, with a set of recommendations, & relevant conclusions, plans of action. 	Tripoli	07 Working days
<p>The third stage is 3 days of remote support building on the framework of support and the outcomes of the Round table meetings, and the expected deliverables are:</p> <ol style="list-style-type: none"> 1. Finalize the project document to include all comments and inputs of different parties, including staffing needs & “Terms of Reference”. 2. Finalize the Office Action Plan to mainstream Human Rights into current programme and projects. 	Home based	03 working days

5. DURATION OF THE MISSION:

30 working days (6 weeks), over 3 month’s period

6. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Academic Qualification:

An advanced degree in Human Rights, Legal Studies, International Relations, Political Science, Public Policy, Public Administration, Social Sciences or a related field is required.

Experience:

- Minimum of 10 years of working experience on issues related to Human Rights and development of national human rights institution’s capacities.
- Relevant work experience in post-conflict contexts is an-asset.
- Work experience in a development context is essential.
- Fluent knowledge of English & Arabic is required.
- Experience in working for an international organizations and/or knowledge of the UN.

Language:

- Fluent knowledge of English & Arabic is required.

Competencies:

- Strong inter-personal and intercultural communication, facilitation and presentation skills.
- Ability to multi-task.
- Ability to work in a multi-cultural environment and as part of a multi-cultural team.
- Strong, research, writing and analytical skills.
- Ability to work in stringent security conditions.
- Results-oriented and able to perform under pressure in a dynamic environment.

7. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

1. Technical Proposal

- Candidate CV including past experience in similar projects and at ***least 3 references***.
- Personal History Form (P11).
- Motivation Letter describing their interest in the assignment and why they are the most suitable for the work.

5. FINANCIAL PROPOSAL

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount on monthly basis during the duration of the contract (excluding travel and per diem that will be given as per UNDP rate).

6. EVALUATION

Individual consultants will be evaluated based on the **Cumulative analysis**. 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.
 - a. Technical Criteria weight: **70%**
 - b. Financial Criteria weight: **30%**

Only candidates obtaining a minimum of **49 out of 70 points** would be considered for the Financial Evaluation

<i>Criteria</i>	<i>Weight</i>	<i>Max. Point</i>
<i><u>Technical Competencies</u></i>	<i>70</i>	
Relevance to the Educational Requirements and years of experience.	20	
Demonstrable work experience on Human Rights issues and development of human rights institution's capacities, including development of Human Rights Framework of Support	35	
Proven Experience of Project Management/Development and working with international organizations.	15	
<i><u>Financial (Lower Offer/Offer*100)</u></i>	<i>30</i>	
<i><u>Total Score</u></i>	<i>Technical score 70 + 30 Financial</i>	

ANNEX

ANNEX1-TERMS OF REFERENCE

ANNEX2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX3- PROPOSAL SUBMISSION FORM

Annex-1

Terms of Reference

Human Rights Consultant for “Scoping Mission to UNDP Libya”

1. BACKGROUND

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As of December 2012, thousands of people are held in illegal detention facilities without any judicial process. Ill treatment, torture, and even killings in custody are a sad reality. Tens of thousands of displaced Libyans languish in camps around the country, many of whom have been unlawfully forcibly displaced from their homes.⁷

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Undoubtedly, immense challenges lie ahead. The conditions of detention and treatment of detainees held by various revolutionary brigades and the lack of oversight by the central authorities creates an environment conducive to torture and ill-treatment. Moreover, a structure and process for judicial screening of detainees is not put in place yet so that those detainees held without any legal basis can be released while others receive a fair trial. The situation of persons subjected to internal forced and

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involuntary displacement also remains an area of concern. Extensive efforts are also needed to promote Women's situation in Libya. In addition to addressing ongoing human rights concerns, Libyans are faced with the enormous challenge of addressing past & current abuses. These include violations committed during the former regime, as well as violations of international human rights and international humanitarian law committed during the conflict.

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- Relevant work experience in post-conflict contexts is an-asset.
- Work experience in a development context is essential.
- Fluent knowledge of English & Arabic is required.
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Language:

- Fluent knowledge of English & Arabic is required.

Competencies:

- Strong inter-personal and intercultural communication, facilitation and presentation skills.
- Ability to multi-task.
- Ability to work in a multi-cultural environment and as part of a multi-cultural team.
- Strong, research, writing and analytical skills.
- Ability to work in stringent security conditions.
- Results-oriented and able to perform under pressure in a dynamic environment



ANNEX 2

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

1. **LEGAL STATUS:** The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN’ Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the 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 Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor’s performance under the 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 Contract or otherwise related to its obligations under the

Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the 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 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 Contract. In the performance of the 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 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 Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the 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 Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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 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 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 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 Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor

shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the 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 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 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 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 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 Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the 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 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 Contract while the Individual contractor is traveling at UNDP expense or is

performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the 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, licences or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the 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 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 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 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 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 Contract, which give rise to legal liability to anyone not a party to the 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 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 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

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 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 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 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 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 Contract.

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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 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 Contract

13. TERMINATION: Either party may terminate the 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 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

Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the 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 Contract.

In the event of any termination of the 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 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 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 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 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 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 Contract. Additional costs incurred by UNDP resulting from the termination of the 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 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. AUDITS AND INVESTIGATIONS:

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 Contract and for a period of two (2) years following the expiration or prior termination of the 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 Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the 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 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 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 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 Contract, order the termination of the 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 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 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. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

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ANNEX 3

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

Date _____

(Name of Resident Representative/Bureau Director)

United Nations Development Programme

(Specify complete office address)

Dear Sir/Madam :

I hereby declare that :

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [*indicate title of assignment*] under the [*state project title*];
- b) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- c) I therefore would like to propose my services and I confirm my interest in performing the assignment through the submission of my Personal History Form (P11) which I have duly signed and attached hereto as **Annex 1**;
- d) 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 2**;
- e) I hereby propose to complete the services for a total "**all inclusive**" price of _____ [*state amount in words and in numbers, in USD*], payable in the manner described in the Terms of Reference.

Sr. #	Description/Break-up of Financial Proposal	Unit	Quantity	Unit Cost (USD)	Total Cost (USD.)
A.	Consultancy Fee:				
A.1	Professional Fess	Fee per day	30		
	Round Trip Ticket Country of Origin-Tripoli	Ticket	2		
	Living Allowances (Maximum fee/day \$ 238)	Daily	42		
	Miscellaneous				
A.4	Total				

- f) 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;
- g) This offer shall remain valid for a total period of **90 days** after the submission deadline; I understand that I may revise this proposal upon written notice to UNDP prior to the submission deadline;
- h) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*
- i) If I am selected for this assignment, I shall *[check the appropriate box]:*

☐

Sign an Individual Contract with UNDP;

☐

Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

- j) I 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

- k) 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.
- l) ***IMPORTANT : 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. 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]:*

- ☐ Duly signed P11 Form
- ☐ Brief Description of Approach to Work (required for intellectual work)
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price