



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: JULY 4, 2014

Country: El Salvador, San Salvador

Description of the assignment: 404 RSC 2014 Team Leader Consultant on Evidence-Based Information Management

Project name: Regional USAID Project on Evidence-Based Information Management for Citizen Security in Central America

Duration: 12 months, with a possibility to be prolonged for an additional 24 months depending on budget approval and performance review.

Proposal should be submitted by email to Adquisiciones.rclac@undp.org no later than July 18th, 2014

Any request for clarification must be sent written, or by standard electronic communication to the address or e-mail indicated above. UNDP Regional Centre 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

Please See Annex I for Terms of Reference.

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

Please See Annex I for Terms of Reference.

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

I. Academic Qualifications:

Master's degree in International Development, Public Policy, Economy or a related field. An advanced/research Masters or Doctoral studies degree in citizen security, violence prevention, human development and/or indicators analysis and information management will be an asset.

II. Years of experience:

- At least ten years of experience in the management of large-scale multifaceted projects, in the areas of citizen security, violence prevention, local management of security and security information management, preferably in USAID and/or UNDP projects and programs;
- Work experience in the Central American region.
- Proven record of working with donors and funds/resource mobilization;
- Demonstrated experience with information management systems, observatories and other indicators-based systems;
- Experience in project coordination and implementation on a sub-regional and/or regional level;
- Experience supervising multiple staff and project offices;
- In-depth knowledge of the Central America political, democratic and security context.
- Excellent managerial, interpersonal and team work skills.

III. Competencies:

- Extensive knowledge and demonstrated understanding of UNDP/UN's conceptualization and approach to citizen security, in the framework of human rights and human development.
- Knowledge and technical expertise in citizen security, information management, in particular in the establishment and development of violence and security observatories;
- Demonstrated experience in providing and delivering tailor-made and context-adapted assistance;
- Expertise in working with counterparts in national and local-level government, particularly the security and justice sector (police, attorney general offices, forensic medicine institutes, justice operators and courts, health sector, etc.), information management bodies, civil society, political parties, private sector, academia, and the donor community;
- Experience working with regional inter-governmental bodies, such as SICA, will be an asset.
- Excellent skills and ability to use information management as a tool and resource for capacity development and institutional strengthening at local, national and regional levels;
- Demonstrated ability to prepare clear and rigorous reports, briefs, procedural and technical opinions, in English and Spanish, preferably with experience in UNDP and USAID funded project reporting
- Working knowledge of results-based management (results-based planning and M&E) and how to translate it into development assistance will be a strong advantage.
- Personal organization, ability to multi-task and to work under pressure.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

1. Proposal:

- i. Explaining why they are the most suitable for the work
- ii. CV or UN Personal History Form ([P11 form](#))

2. Financial proposal

Is mandatory that all consultants submit a financial proposal.

The financial proposal will specify the daily fee, travel expenses and per diems quoted in separate line items, and payments are made to the Individual Consultant based on the number of days worked. Subscribed contracts under the modality of a Long Term Agreement (LTA), don't imply any advanced fees, nor at the beginning of the contract, nor at the start of the period of specific consultancies.

Monthly rate must be equal or lower than the amount of a month's total working days at a daily rate (21.75 effective working days in a month). These fees shall remain in effect for a period of three years from the entry into force of the agreement.

5. FINANCIAL PROPOSAL

Lump sum contracts (By Products)

The financial proposal shall specify a DAILY AND MONTHLY FEE 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).

Travel

The project contemplates at least 2 trips a year to any of the SICA core countries (El Salvador, Honduras, Guatemala). Travel costs including tickets, lodging and travel expenses will be covered by the project according to the Activities Plan. Unexpected travel must be agreed between the respective business unit and Individual Consultant, prior to travel and shall be reimbursed.

6. EVALUATION

Individual consultants will be evaluated based on a cumulative analysis taking into consideration the combination of the applicants' qualifications and the financial proposal.

Technical Evaluation will be done in 2 stages: 1) A desk review of academic background, experience, other skills and languages will be evaluated. Only candidates who reach a minimum of 70% of total score on these criteria will be called for an interview. 2) Interview:

Candidates, who reach 70% of total score in the Technical evaluation, will be considered RESPONSIVE and will continue for the financial evaluation of proposals.

Financial Evaluation. The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

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

The contract will be awarded to the Offeror with the highest combined score.

Technical criteria – 70 per cent of total evaluation – maximum of 100 points:

Financial criteria – 30 per cent of evaluation – maximum 30 points.

Education	Master's degree in International Development, Public Policy, Economy or a related field. Advanced research Masters or Doctoral studies degree in citizen security, violence prevention, human development and/or indicators analysis and information management will be an asset.	<u>Maximum points: 20</u> Masters 10 Advanced research Masters 5 Advanced research Doctoral 5
Experience, Skills and Competencies	<ul style="list-style-type: none">• At least ten years of experience in the management of large-scale multifaceted projects, in the areas of citizen security, violence prevention, local management of security and security information management, preferably of USAID and/or UNDP projects and programs; (10)• Work experience in the Central American region. (5)	<u>Maximum points: 55</u>

	<ul style="list-style-type: none"> • Proven record of working with donors and funds/resource mobilization; (5) • Demonstrated experience with information management systems, observatories and other indicators-based systems; (10) • Experience in project coordination and implementation on a sub-regional and/or regional level; (10) • Experience in supervising multiple staff and project offices; (5) • Extensive knowledge and demonstrated understanding of UNDP/UN's conceptualization and approach to citizen security, in the framework of human rights and human development. (10) 		
Other Expertise	Publications	<u>Maximum 5 points</u> Books author/co-author 3 Articles/Monographs/Others 2	
Languages	Excellent oral and written communication skills in English and Spanish are essential. Working knowledge in French Or Portuguese will be an asset	<u>Maximum points: 10</u> English & Spanish 8 French/Portuguese 2	
Interview		<u>Maximum points: 10</u>	
Total		100 Points	

ANNEX

ANNEX 1- TOR

ANNEX 2- TEMPLATE / OFFEROR'S LETTER TO UNDP

ANNEX 3 – CONTRACT AND GENERAL CONDITIONS

Annex 1



**UNITED NATIONS DEVELOPMENT PROGRAMME
REGIONAL BUREAU FOR LATIN AMERICA AND CARIBBEAN
TERMS OF REFERENCE**

I. Project Description

UNDP works in areas where natural disasters, insecurity and violent conflicts negatively determine sustainable development, based on a Crisis Prevention and Recovery (CPR) approach and Practice Area. In 2009, UNDP enhanced its presence in the Latin American and Caribbean region with the establishment of a Regional Service Center (RSCLAC) in Panama, with the purpose of providing technical assistance and effective support to UNDP Country Offices in the region for the promotion and implementation of its programs and strategies in disaster risk reduction and recovery activities, citizen security, conflict resolution and other areas of UNDP focus, both nationally as well as locally.

The Regional Center's CPR Practice Area prioritizes three main issues: (i) conflict prevention, (ii) citizen security, and (iii) disasters risk reduction and recovery. The efforts in these three issues are carried out in a coordinated manner with the Regional Bureau for Latin America and the Caribbean (RBLAC) and the Bureau for Crisis Prevention and Recovery (BCPR).

The increase in violence rates has elevated insecurity as one of the main problems according to citizen perception at a global level, in the region and in particular sub-regions, such as Central America, that has witnessed relatively high levels of violence as well as in perception of insecurity over the last decades, which in turn has constituted an obstacle to development.

A range of individual, family, community, cultural and societal factors contribute to the engagement of the youth in gangs and illicit activities, proliferation of violence and high levels of impunity. These factors include the lack of opportunities for young people, a culture that validates violence as a primary mechanism for resolving conflicts, availability of a large number of weapons among the population, permissive laws for their possession and carrying, and poor or no coordination between the agencies responsible for crime control (police, prosecutors and judiciary). There is a regional necessity for an initiative to detect current factors of insecurity and understand citizens as the key actors for interventions against violence, insecurity and detecting its causes.

In the case of the northern triangle, comprised of El Salvador, Honduras and Guatemala, insecurity has been growing since 2000 according to their police data, especially the homicide rate that rose at more than 30% compared with the previous period. Insecurity is also the main concern of the population in Honduras, Guatemala and El Salvador, which creates an atmosphere of vulnerability, anxiety and despair. In El Salvador approximately 70 deaths per 100,000 inhabitants are homicides, representing one of the highest rates in the world. By gender and age group, the highest incidence of homicide occurs in men between 15 and 29 years, with a homicide rate exceeding 200 per 100,000 inhabitants in this population group. Additionally, El Salvador also ranks first in the world with the highest rate of femicides (12.94 per 100,000 women).

Based on this experience, USAID seeks to create a cooperative effort with UNDP to work in the countries of the northern triangle in citizen security information management at the regional and national level. The focus of this initiative is in the establishment of effective information management mechanisms that monitor specific interventions both at national and regional level, which will vary depending on the context within each country. For this, detailed contextual analysis will be carried out with participation of governments and civil society at national and regional level.

On the other hand, the citizen security team in UNDP's Regional Center will coordinate this initiative with its Country Offices in El Salvador, Honduras, Guatemala and will articulate with other UN agencies in the regional context as well as with national institutions and civil society, focusing on the improvement of information, strengthening data sources and the functioning processes of citizen security observatories.

The project Evidence-Based Information Management for Citizen Security in Central America aims to strengthen evidence-based policy making by improving the quality and comparability of regional citizen security statistics and increasing regional coordination and collaboration on effective citizen security strategies in El Salvador, Guatemala, Honduras, Panamá, Belize, Costa Rica, the Dominican Republic and Nicaragua.

The project intends to achieve two outputs: Strengthen evidence-based policy making; and, Strengthen capacity to analyze and inform citizen security policy decisions. These outputs will be achieved by: (1) improving regional and national institutional capacity to collect, monitor, and process security information and apply it to decision-making and policy formulation at both levels; (2) developing civil society capacity to collect, analyze, and process citizen security data and monitor citizen security policies and programs; and, (3) supporting regional knowledge management to enhance knowledge and understanding of root causes of violence and insecurity and promote successful citizen security policies and practices.

The project will build on the regional strategies and donors who are supporting indicators and observatories in the region, as also who are engaged to strengthen the capacity of national and regional institutions to implement Central America Security Strategy CASS. The regional project will also complement the CISALVA's, CECI's, IADB's and other regional efforts as the SES project to strengthen OBSICA's Sun technical Units (ad-hoc) in Honduras, Guatemala, El Salvador, Panama, Costa Rica, the Dominican Republic and Nicaragua and install permanent technical capacities within the OBSICA.

For this reason, a project team is being established to implement this initiative and a professional is currently being sought to be the Team Leader Consultant and advisor for the overall supervision of the Regional Project, ensure the appropriate provision of political and technical support to its different components, and be accountable to USAID-UNDP.

The position will also advance UNDP Corporate priorities in Citizen security, information and knowledge management; and South-South cooperation. The position will respond to the need in Central America to respond to the specific needs related to Citizen security and human development in middle income countries, aiming to contribute to a strategy and framework for cooperation.

II. Scope of Work

Responsibilities of the consultant

The consultant will be responsible for the following activities and deliverables as part of the support

provided to Central America by the Regional Service Centre CPR Cluster:

1. Expand Institutional capacity for evidence-based policies in the region, through trainings, assessments, advisory and information management knowledge products, developed at the national and sub-regional levels.
2. Harmonize national STU support teams and monitoring results of information based management (as necessary)
3. Conduct Regional and assist National workshops and conferences on information management and evidence-based policy, to strengthen quality of data, indicators for public policy and citizen security approach
 - Overview training and conferences implementation
 - Advise on coordination, administration, logistics, and reporting of regional and national conferences on Evidence-Based Policy.
4. Settle a regional Information Management process and provide Quality-comparable indicators on citizen security
 - Advise baseline collection, quality of data, roadmap to enhancement plans and strategic partnerships aimed at the development of better policies on citizen security
 - Provide Quality-comparable indicators on citizen security within project implementation in three core Central American countries, including support to UNDP Country Offices
 - Provide Quality-comparable indicators on citizen security within project implementation in four non-core Central American countries.
 - Documentation of Evidence-based policy through compilation of case studies from four national units.
 - Manage indicators' collection process, dissemination, information, communication, and other networks to support Evidence-based policies among strategic actors and partners in Central America.
5. Advise on strengthening analysis capacity to inform citizen security policy decisions
 - Expand regional workshops on evidence-based policies for youth and gender.
 - Implementation of encounters to generate reports on citizen security and coexistence.
 - Support to potential regional agreements and partnerships between the state institutions and universities for the improvement of information production
6. Provide technical assistance and programmatic support to Dialogue on citizen security issues between civil society and government institutions, specifically:
 - Support to the "Como vamos" surveys and methodology with Chamber of Commerce networks and participation of National Statistics Institutes
 - Planning synergies and support to coordination meetings with SICA on Citizen Security and Civil Society
 - Review and support to a virtual platform for the Regional Network of Civil Society Observatories (ROC)
 - Support to regional ROC conference with UN presentation on crime prevention

- and citizen security
 - Support and advice regional baseline indicators on victimization and citizen perceptions
 - Review and advise M&E survey, other public opinion polls and surveys for enhancement of information sources on Citizen security
- 7. Provide assistance on meetings of civil society to develop security and coexistence policies
 - Assessment to provide strategic grants for CSOs in core countries.
 - Support the South-South Exchange on citizen security, best practices and effective strategies
 - Support to project development for the identification of pivot organizations to generate information
 - Facilitate meetings between the national level, governments and civil society representatives
 - Advise national implementation process
 - Coordination of capacity needs assessment, development of capacity building plan, training and technical assistance
 - Establish the baseline of civil society experiences and/or capacity to generate information for the design of citizen security policies
 - Develop and implement monthly meetings “Citizens for Security” as well as to monitor the monthly reports
 - Advise on the Gender Strategy implementation and coordination with national level authorities
 - Facilitate the implementation of workshops on gender equality, RBM, M&E, quality control, youth and crime, Como Vamos South-South cooperation, media awareness, and diploma courses for police and media.
 - Develop Partnership Strategy with USAID and OBSICA for information management in Central America
- 8. Support the development of national teams within UNDP Country Offices
- 9. Provide monitoring support to the CPR LAC Advisor for reporting cycles, including reports to donors and partners.
- 10. Assist and review monthly reports to the different components:
 - Accountability reports
 - Engagement, reports, and advocacy documents with stakeholders,
 - Report of special activities, countries and IRs.
 - Quarterly, annual and final progress reports

III. Expected Outputs and Deliverables

The consultant will elaborate the following products:

1. Activate Regional project Steering Committee
2. Activate Regional Technical Conferences and Meetings on Information Management

3. Advisory and comprehensive strategy for technical assistance to OBISCA
4. Draft of regional indicator baseline on citizen security and selected indicators
5. Mapping of available information sources on Citizen Security
6. Mapping of Citizen Security and information management institutions for situation assessment
7. Map, identify, and strengthen national allies and a pivot organization
8. South-South local risk and governance toolkit, to be uploaded and accessible online for the region
9. Draft reports on citizen security and coexistence based on the actual information management systems.
10. Institutional gaps analysis and reports including a peer review
11. National Enhancement Plan and strengthening of capacities of institutions in charge of generating primary information
12. Identification of potential agreements and partnerships between the state institutions and universities
13. Gender, Citizen security, Youth and Policy workshops successfully provided to Central American stakeholders
14. Regional action plan submitted.
15. National encounter on youth, gender and other focused topics.
16. Roadmap for strengthening the capacities for quality, capture and analysis of information
17. Update of the technical factsheet of each participating institution in target countries
18. Technical factsheets and protocols of understanding
19. Report on technical assistance and strengthening of SICA/OBSICA in Citizen Security and information management
20. Quality and comparable citizen security indicators incorporating gender focus
21. Formulation of national policies based on the indicators nationally agreed
22. Regional Coordination Unit advisory and report
23. Communication and public relationships plan
24. Documents on Key USG topics and questions
25. Partnership state of art document developed in collaboration with a national CSO in selected countries.
26. Four regional policy proposals and briefs developed on key citizen security issues
27. Reporting submitted as required by project (example quarterly and semester basis). Reporting may include narrative, results, financial, accountability, Engagement of allies, advocacy with stakeholders, special activities, countries and IRs, and quarterly, annual and final progress.

IV. Qualifications of the Successful Individual Contractor

I. Academic Qualifications:

Master's degree in International Development, Public Policy, Economy or a related field. An advanced/research Masters or Doctoral studies degree in citizen security, violence prevention, human development and/or indicators analysis and information management will be an asset.

II. Years of experience:

- At least ten years of experience in the management of large-scale multifaceted projects, in the areas of citizen security, violence prevention, local management of security and security information management, preferably of USAID and/or UNDP projects and programs;
- Work experience in the Central American region.
- Proven record of working with donors and funds/resource mobilization;
- Demonstrated experience with information management systems, observatories and other indicator systems;
- Experience in project coordination and implementation on a sub-regional/and or regional level;
- Experience supervising multiple staff and project offices;
- In-depth knowledge of the Central America political, democratic and security context.
- Excellent managerial, interpersonal and team work skills.

Language requirements:

Fluency in English and Spanish, both spoken and written is required. Working knowledge of French and Portuguese are an asset.

VI. Payments

The UNDP Regional Service Centre LAC will pay the expert the amount agreed in the contract. The associate expert will receive payment of fees, subject to the approval of the products that the consultant must deliver, and the approval of the certificate of payment.

Subscribed contracts under the modality of a Long Term Agreement (LTA), don't imply any advanced fees, nor at the beginning of the contract, nor at the start of the period of specific consultancies.

Payments will be based on the number of months necessary to finish the above described deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TOR. The number of months will be negotiated with contract supervisor to deliver the above described products.

VII. Supervisor

UNDP CPR Practice Leader will supervise the contract.

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

Date _____

Dear Sirs
United Nations Development Programme
Building 128
City of Knowledge, Clayton, Panama,

Dear Sir/Madam :

I hereby declare that :

I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of Team Leader Consultant on Evidence-Based Information Management;

- 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) I hereby propose to complete the services based on the following payment rate : *[pls. check the box corresponding to the preferred option]*:

 A monthly fee of *[state amount in words and in numbers indicating currency]*
- d) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- 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 or 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)

A. Breakdown of Cost by Components

Cost Components	a) Daily rate (US Dollars)	b) Monthly rate (US Dollars) (a x 21.75) ⁺⁺⁺
Professional Fees		

+++Please state a monthly fee by multiplying the daily rate by 21.75.



**LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES BY AN ASSOCIATE EXPERT
TO THE UNITED NATIONS DEVELOPMENT PROGRAMME**

This Long Term Agreement is signed between the Regional Service Center for Latin America and the Caribbean (hereinafter referred to as “RSC-LAC”) of the United Nations Development Programme (hereinafter called “UNDP”), a subsidiary organ of the United Nations, having its main office at Building 128, City of Knowledge, Clayton, Panama City, and _____ (hereinafter called “Associate Expert”) whose address is _____.

WHEREAS, RSC-LAC desires to enter into a Long Term Agreement for the provision of services by the Associate Expert to UNDP in the Area of _____ pursuant to which RSC-LAC, UNDP country offices and projects can conclude specific contractual arrangements with the Associate Expert, as provided herein;

WHEREAS pursuant to the Invitation to Submit an Offer and the selection process to be part of the Associate Experts Thematic Network, the offer of the Associate Expert was accepted;

NOW, THEREFORE, RSC-LAC and the Associate Expert (hereinafter jointly the “Parties”) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Associate Expert shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Terms of Reference”), as and when negotiated by RSC-LAC or a UNDP country office and reflected in a Service Request, in the form attached- hereto as Annex 2 and subsequences.
2. Such Services shall be at the daily rate of **US\$000.00** (amount in words) or monthly rate of **US\$0,000.00** (amount in words 00/100) provided by the Associate Expert. The fees shall remain in effect for a period of three years from Entry into Force of this Agreement. UNDP signing party (either RSC-LAC or a UNDP country office or project) of each Service Request is solely responsible for covering the costs of the services provided by the Associate Expert
3. UNDP does not warrant that any quantity of Services will be requested during the term of this Agreement, which shall be for one year, renewable to a maximum of three years.
4. Under the terms of the present Agreement, the Associate Expert might be requested to provide services for a maximum total amount of **US\$00,000.00** (amount in words) per year.

Article 2: CHANGES IN CONDITION

1. In the event of any advantageous changes and/or downward pricing of the Services during the duration of this Agreement, the Associate Expert shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: ASSOCIATE EXPERT'S REPORTING

1. The Associate Expert will report to UNDP (either RSC-LAC or country offices) on each Service provided, within the period established in the specific Terms of Reference attached to the Service Request.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

1. The standard UNDP General Conditions for the Services of Individual Contractors, attached as Annex 3, shall apply to this Agreement, and any subsequent services concluded in accordance with paragraph 1 above.
2. In accordance with the UNDP General Conditions for the Services of Individual Contractors, the Associate Expert shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Long Term Agreement, as well as for arranging, at the Associate Expert’s sole expense, such life, health and other forms of insurance as the Long Term Agreement may consider to be appropriate to cover the period during which the Associate Expert provides services under the Long Term

Agreement. The Associate Expert acknowledges and agrees that none of the insurance arrangements the Long Term Agreement may make shall, in any way, be construed to limit the Associate Expert's liability arising under or relating to the Long Term Agreement.

Article 5: ACCEPTANCE

1. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder
2. This Agreement shall enter into force on the date of the last signature of the Parties and shall remain in force for a period of one year, with possibility of extension to a maximum of three years by mutual agreement of the Parties, provided that the Associate Expert has demonstrated a satisfactory performance in the previous period.

IN WITNESS WHEREOF, the PARTIES have signed this agreement.

For and on behalf of:

Associate Expert's Name
The Associate Expert

Name
Director UNDP RSC-LAC

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

1. LEGAL STATUS

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

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

2. STANDARDS OF CONDUCT

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

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

Prohibition of Sexual Exploitation and Abuse: In the performance of the Individual Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

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

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

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

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

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

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Individual Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and

discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed.

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

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

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy car e when by air. UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Individual Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

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

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Individual Contract, of any part thereof, or of any of the rights, claims or obligations under the Individual Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Individual Contract concerning any goods or services to be provided under the Individual Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Individual Contract by UNDP thereto, unless any such undertakings, licenses or other forms of Individual Contract are the subject of a valid written undertaking by UNDP.

No modification or change in the Individual Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Individual Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS

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

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

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

9. INDEMNIFICATION

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Individual Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Individual Contract, which give rise to legal liability to anyone not a party to the Individual Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Individual Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations

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

11. ENCUMBRANCES AND LIENS

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Individual Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Individual Contract.

13. TERMINATION

Either party may terminate the Individual Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Individual Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Individual Contract.

UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Individual Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Individual Contract.

In the event of any termination of the Individual Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Individual Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Individual Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Individual Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Individual Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Individual Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

14. NON-EXCLUSIVITY

UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Individual Contract, from any other source at any time.

15. TAXATION

Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall

immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDIT AND INVESTIGATION

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Individual Contract.

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

17. SETTLEMENT OF DISPUTES

Amicable Settlement: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Individual Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

Arbitration: Any dispute, controversy or claim between the parties arising out of the Individual Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Individual Contract, order the termination of the Individual Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Individual Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Individual Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

18. LIMITATION ON ACTIONS:

Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Individual Contract, the cause of action accrues when such time of future performance actually begins.

19. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Individual Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

