

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE FOR LONG TERM AGREEMENT

22nd July 2014

Country: LAC region or Home Based

Description of the assignment: Framework Agreement¹ (Long Term Agreement) – UNDG LAC Associate Expert Network on UNDAF

Project name: UNDG LAC

Period of assignment/services (if applicable): Long Term Agreement for 12 months, renewable for up to 2 (two) additional years.

The UNDG LAC Associate Expert Network on UNDAF will be included within the RSC-LAC Associate Expert Network, which is composed by specialized consultants in one or several prioritized areas and sub-areas of the UNDP's strategic plan. The UNDG LAC Associate Expert Network on UNDAF will contain three sub-areas:

- (i) CCA/UNDAF Designing
- (ii) UNDAF monitoring and evaluation
- (iii) Training and facilitation

The selected professionals will carry out specialized short term consultancies, according to the demands and needs of the Organization, and in line with the terms of reference (TORs) attached in this procurement notice.

Proposals should be submitted in English by email to rsclac.Associate.Expert@undp.org no later than **August 5th, 2014** at 23:59 hours (GMT-5), Time of the Republic of Panama.

Subject: 033 RSC 2014 UNDG LAC AEN ON UNDAF

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above no later than Tuesday, July 29th, 2014 at 17:00 hours (GMT-5), Time of the Republic of Panama.

The Procurement Unit 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 An agreement that allows UNDP to use the services of a consultant as needed during a 12 month period, using a previously agreed daily or monthly fee. It does not constitute a financial commitment until a formal Individual Contract is issued.

1. BACKGROUND AND PURPOSE

The United Nations Development Group for Latin America and the Caribbean (UNDG LAC) is composed of 19 Agencies, Funds, and Programmes. The UNDG LAC's mission is to enhance UN System-wide coherence at the regional level and support UN country teams at the country level in order to deliver as one and achieve sustainable human development. The key role of UNDG LAC, is to provide leadership, strategic guidance, and support to Resident Coordinators (RCs) and UN Country Teams (UNCTs) for the achievement of country level results. Each year, a number of countries in Latin America and the Caribbean (LAC) will initiate the process of developing a new UNDAF. To the UNDG LAC, this poses particular challenges in terms of continued, full time process management and support to detect and prevent bottlenecks, help facilitate the provision of proper capacity and training at country level from DOCO and the UN System Staff College, identifying and calling upon the available expertise and strategic guidance available at regional level.

The objective of the establishment of the Associate Expert Network on UNDAF is to enhance the support provided from the regional level to the UNDAF roll out process in Latin America and the Caribbean, especially to provide strategic, learning, and facilitation support to UN Country Teams in their efforts to develop the Comprehensive Country Analysis (CCA) and the UN Development Assistance Framework (UNDAF).

The Associate Experts Network will provide UN Country Teams with an entry point to identify and engage expertise in the region to support programmatic inter-agency activities and/or request training and facilitation support that could be deployed to address their specific needs. Based on the demand from the Resident Coordinators and United Nations Country Teams in the region in the area of UNDAF, consultants would be required to support them UNCTs in: (i) designing CCA and UNDAFs; (ii) monitoring, and evaluating UNDAFs; and (iii) training and/or facilitating Strategic Planning Retreats, seminars, learning workshops, social networks and other processes at country level, as required. Apart of the UNCTs, the associate experts may be required to support to UNDP Regional Service Centre's Thematic Areas, UN agencies funds, and programmes at the country and regional level, and Governments.

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

The associate expert will be supervised by the Regional UNDAF Specialist, and work closely with the UNDG LAC Secretariat staff, and the Peer Support Group (PSG). The associate experts will contribute to the strengthening of UNDAF support in the region, and will have expertise and/or specialized training on areas such as UNDAF cycle, UNDAF roadmap preparation, Results Based Management and incorporation of cross cutting programming principles in the UNDAF.

Main Activities: The Associate Expert will provide professional services in designing, monitoring and evaluating UNDAFs, and facilitating UNDAF related workshops. Activities to be developed by the Associate Expert may vary on each particular case, depending on the profile of the Associate Expert and his/her sub-area of expertise. Any **modification of the terms** will be agreed upon, and specific terms of reference for the development of each product will be agreed between the supervisor and the associate expert. For detailed information, please consult Annex I.

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

I. Academic Qualifications:

PhD or Master's Degree or equivalent in Development Studies, Economics, Social Sciences, International Relations, Political Sciences or related field or equivalent experience.

II. Years of experience and primary areas of expertise:

- Depending the area of expertise, associate expert should have:
 - At least 7 years of professional experience in the area of development, including project management, RBM, and Monitoring and Evaluation or,

- At least 7 years of professional experience in facilitation and motivation of exchange spaces, including training and facilitation experience from multi-stakeholder settings.
- Practical experience in strategic planning and/or formulating development strategies and policies.
- Knowledge and experience related to the UN system and CCA/UNDAF processes.
- Knowledge of face-to-face and virtual facilitation and motivation techniques.
- Professional experience in more than one country of Latin America and the Caribbean.
- Familiarity with UN principles, mandates and procedures.

II. Required Languages:

- Excellent command of Spanish or English, spoken and written (studies or professional work conducted in one of the language will be an asset).
- Knowledge of other languages an advantage, especially in **French** and/or **Portuguese**.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Qualified candidates who are interested in becoming part of the Regional Centre's Experts Network for the area and sub-area specified in these Terms of Reference **must** submit the following documents:

4.1 Proposal in English:

- (i) Application letter explaining why they are the most suitable for the work, including the area sub-area of interest.

4.2 Financial proposal: [Letter of Confirmation of Interest and Availability](#) that specifies both daily and monthly expected rates, in USD. *(Complete form in the link) see Annex 2.*

4.3 CV and UNDP [Personal History Form](#) (P-11) - *completed and duly signed. Please use only the format indicated in this link.* Including past experience in similar projects and at least 3 professional references. Consultants will be contacted to submit other references in case PNUD does not receive response.

4.4 Publications and relevant contributions: Detailed list of publications: books, monographs, articles, research, methodological guides, etc. that were produced either individually or collectively. The included publications must be in the area and sub-area specified in these Terms of Reference and/or related to the experience requirements. Publications must mention the candidate's name and display the candidate's authorship, co-authorship, or significant participation. The products or reports that were produced in any of the candidate's previous consulting positions may not be included unless they have been published for collective use and display the candidate's authorship, co-authorship, or significant participation.

Mandatory documentation to be submitted for successful candidates

- 4.6 Copy of proof of education (certificates/diplomas of PhD, Master's, etc.) and experience requirements.
- 4.7 Copy of Identification.
- 4.8 Statement of Good Health, certifying applicant's fitness for work and travel, and copy of medical insurance in force.
- 4.9 Copy of the beneficiary Id.
- 4.10 Vendor form signed to be registered as individual service provider in UNDP system.
- 4.11 Other forms to be completed and signed, to be provided by UNDP before signing the contract.

5. 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 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.

Travel: When travel is required, DSA (Daily Subsistence Allowances) according to UN rates for the countries visited, tickets and terminal expenses will also be established in the contract. The expert will be paid terminal expenses and an air ticket, for the most direct and economical route, irrespective of the duration of the flight, at the beginning of the trip. Travelers are entitled to 80% of travel expenses in advance, at the beginning of each mission, as well as terminal expenses and an air ticket, for the most direct and **economical route**, irrespective of the duration of the flight. The remaining 20% will be paid by the end of each mission after submitting the voucher for reimbursement of expenses) and related receipts and ticket stubs, within ten days after the end of the consultancy after submitting the voucher for **reimbursement of expenses (F10 form) and related receipts and ticket stubs**. The voucher should be submitted within ten working (10) days. In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

6. EVALUATION

Individual consultants will be evaluated based on the following methodologies:

1. Cumulative analysis

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

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

* Technical Criteria weight; 70% of the total points

* Financial Criteria weight; 30% of the total points

Only candidates obtaining a minimum of 70% of the total of technical points would be considered for the Financial Evaluation.

Criteria	Weight	Max. Point
<u>Technical</u>	70%	
• <i>Education</i>		10
• <i>Experience and skills</i>		55
• <i>Languages</i>		15
• <i>Interview</i>		20
<u>Financial</u>	30%	30

The award will be recommended to the sixty (60) consultants who obtain the highest score by totaling the sum of the points obtained from the technical and financial evaluation.

In addition, the Procurement Unit reserves the right to accept or reject any proposal and to end the process and reject all proposals at any time prior to contract award, without thereby incurring any liability in connection the Offeror that looked so affected without having the obligation to inform the affected Offeror or Offerors for such action.

ANNEXES

ANNEX I - TERMS OF REFERENCE

ANNEX II - OFFERORS LETTER (FORM)

ANNEX III - MODEL OF LONG TERM AGREEMENT

ANNEX IV - INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX V - MODEL OF SERVICE REQUEST

**UNITED NATIONS DEVELOPMENT PROGRAM
REGIONAL CENTRE FOR LATIN AMERICA AND THE CARIBBEAN
UNDG LAC
TERMS OF REFERENCE ASSOCIATE EXPERTS NETWORK
Ref. 033 RSC 2014 AEN UNDG LAC**



I. INFORMATION ON THE CONSULTANCY

Unit/Cluster: United Nations Development Group for Latin America and the Caribbean (UNDG LAC)

Area of consultancy: UNDAF

Sub-area of consultancy: (i) CCA/UNDAF Designing; (ii) UNDAF monitoring and evaluation; (iii) Training and facilitation.

Duration of assignment: One year, during specific periods subject to UNDP Regional Service Centre for Latin America and the Caribbean's requirements and needs for the consultancy.

Type of contract: Long-Term Agreement (LTA).

Deadline for application: August 5th, 2014, at 23:59 hours (GMT-5), Time of the Republic of Panama.

Duty station(s): Countries in Latin America and the Caribbean or Home Based.

II. BACKGROUND

The United Nations Development Group for Latin America and the Caribbean (UNDG LAC) is composed of 19 Agencies, Funds, and Programmes². The UNDG LAC's mission is to enhance UN System-wide coherence at the regional level and support UN country teams at the country level in order to deliver as one and achieve sustainable human development.

The key role of UNDG LAC, supported by the UNDG LAC Secretariat, is to provide leadership, strategic guidance, and support to Resident Coordinators (RCs) and UN Country Teams (UNCTs) for the achievement of country level results – in particular, in strategic programming, common UN Development Assistance Frameworks (UNDAF), and joint programmes; supporting national achievement of the MDGs/IADGs, enhancing UN System-wide coherence and coordination at the regional and country level, and effectively deploying knowledge and know-how.

The UN Development Assistance Framework (UNDAF) is the strategic programme framework for the UN Country Team within a 4-5 year period. It describes the collective response of the UNCT to the priorities in the national development framework - priorities that may have been influenced by the UNCT's analytical contribution. Based on an initial Comprehensive Country Analysis (CCA) it describes the collective response of the UNCT to the national priorities. Its high level expected results are called UNDAF outcomes. These show where the UNCT can bring its unique comparative advantages to bear in advocacy, capacity development, policy advice and programming for the achievement of MDG related national priorities.

Each year, a number of countries in Latin America and the Caribbean (LAC) will initiate the process of developing a new UNDAF. To the UNDG LAC, this poses particular challenges in terms of continued, full time process management and support to detect and prevent bottlenecks, help facilitate the provision of proper capacity and training at country level from DOCO and the UN System Staff College, identifying and calling upon the available expertise and strategic guidance available at regional level. The objective of the establishment of the Associate Expert Network on UNDAF is to enhance the support provided from the regional level to the UNDAF roll out process in Latin America and the Caribbean, especially to provide strategic, learning, and facilitation support to UN Country Teams in their efforts to develop the Comprehensive Country Analysis (CCA) and the UN Development Assistance Framework (UNDAF).

² FAO, ILO, OCHA, OHCHR, PAHO/WHO, UNAIDS, UNDP, UNEP, UNFPA, UN-HABITAT, UNHCR, UNICEF, UNIDO, UNISDR, UNESCO, UN WOMEN, UNODC, UNOPS, and WFP.

III. OBJECTIVE

The Associate Expert Network is composed by specialized consultants in one or several prioritized areas and sub-areas of the UNDP's strategic plan. The selected professionals carry out specialized short term consultancies, according to the demands and needs of the Organization, and in line with the terms of this Terms of Reference (TORs).

Based on the demand from the Resident Coordinators and United Nations Country Teams in the region in the area of UNDAF, consultants would be required to support them UNCTs in: (i) designing CCA and UNDAFs; (ii) monitoring, and evaluating UNDAFs; and (iii) training and/or facilitating Strategic Planning Retreats, seminars, learning workshops, social networks and other processes at country level, as required. Apart of the UNCTs, the associate experts may be required to support to UNDP Regional Service Centre's Thematic Areas, UN agencies funds, and programmes at the country and regional level, and Governments.

The Associate Experts Network will provide UN Country Teams with an entry point to identify and engage expertise in the region to support programmatic inter-agency activities and/or request training and facilitation support that could be deployed to address their specific needs.

IV. SCOPE OF THE WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED WORK

The associate expert will be supervised by the UNDAF Regional Specialist, and work closely with the undg LAC Secretariat staff, and the Peer Support Group (PSG). The associate experts will contribute to the strengthening of UNDAF support in the region, and will have expertise and/or specialized training on areas such as UNDAF cycle, UNDAF roadmap preparation, Results Based Management and incorporation of cross cutting programming principles in the UNDAF.

Main Activities: The Associate Expert will provide professional services in designing, monitoring and evaluating UNDAFs, and facilitating UNDAF related workshops. The Associate Expert will be accountable for the quality, presentation and timely delivery of the products included in the terms of reference of the evaluation at hand. The main functions to be implemented by the members of the Associate Expert Network are as follows:

- Draft Comprehensive Country Analysis (CCA) and UN Development Assistance Frameworks (UNDAF).
- Prepare UNDAF Midterm Reviews, UNDAF evaluations, and UNDA Progress Reports.
- Facilitate trainings and exchange opportunities related with UNDAF, Results Based Management (RBM) and Human rights Based Approach (HRBA), such as communities of practice, workshops, and seminars, among others.
- Identify, collect, analyze and systematize information about the Five Programming Principles mainstreaming.
- Support the development of other activities in the work plan of the UNDAF LAC within the general scope of these Terms of Reference.

Activities to be developed by the Associate Expert may vary on each particular case, depending on the profile of the Associate Expert and his/her sub-area of expertise. Any **modification of the terms** will be agreed upon, and specific terms of reference for the development of each product will be agreed between the supervisor and the associate expert, including the following:

- a. the scope, structure and content of the products of the consultancy.
- b. the duration of the activity.
- c. payment arrangements in accordance with the rules and procedures of UNDP.

Duration: The duration of each contract will vary according to the expected results and the scope of the consultancy and agreed between the supervisor and the associate expert.

V. MONITORING AND APPROVAL OF PRODUCTS AND PAYMENTS

A supervisor from the UNDG LAC Secretariat will monitor every intermediate and final products delivered by the expert. She/he will inform the expert of any remarks on the product, within five (5) working days upon delivery. The amends or changes will be submitted within the deadline established by UNDP and agreed in writing with the expert.

The associated expert will submit a final report on every agreed work and product in electronic format, or hard copy format if electronic format is not available, within a maximum of ten (10) working days after the last day of each consultancy.

Partial and final payments are subject to supervisor's written approval and acceptance of the products and final report using the Certificate of Payment Form submitted by the expert. After the completion of each job/consultation the associated expert will submit the Certificate of Payment) with appropriate endorsements by supervisors (within 10 working days).

VI. METHOD OF PAYMENT

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.

VII. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Education:

PhD or Master's Degree or equivalent in Development Studies, Economics, Social Sciences, International Relations, Political Sciences or related field or equivalent experience.

Primary areas of expertise:

- Depending the area of expertise, associate expert should have:
 - At least 7 years of professional experience in the area of development, including project management, RBM, and Monitoring and Evaluation or,
 - At least 7 years of professional experience in facilitation and motivation of exchange spaces, including training and facilitation experience from multi-stakeholder settings.
- Practical experience in strategic planning and/or formulating development strategies and policies.
- Knowledge and experience related to the UN system and CCA/UNDAF processes.
- Knowledge of face-to-face and virtual facilitation and motivation techniques.
- Professional experience in more than one country of Latin America and the Caribbean.
- Familiarity with UN principles, mandates and procedures.

Required Languages:

- Excellent command of Spanish or English, spoken and written (studies or professional work conducted in one of the language will be an asset).
- Knowledge of other languages an advantage, especially in **French** and/or **Portuguese**.

VIII. REQUIREMENTS FOR SUCCESSFUL CANDIDATES

1. Requirements:

- Attend UN security courses (www.undss.org).
- Obtain security travel authorization to the countries where the services are required, before travelling (www.undss.org).
- Have a contract signed by both UNDP and the expert before starting the job and any trip. Otherwise, both job and trip will fall under the expert's responsibility.

- Every product and background compilation elaborated by the expert is of UNDP's ownership. The partial or total use of these documents for another consultancy must be previously approved in writing by UNDP Regional Centre for Latin America and the Caribbean.
- Fulfillment of the inoculation requirements for the country/countries of work, before travelling, and submission of copy of the corresponding certificates.

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 :

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of **Consultant for UNDG LAC Associate Expert Network on UNDAF** under the UNDG LAC project ;
- b) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
- d) I hereby propose to complete the services based on the following payment rate : *[pls. check the box corresponding to the preferred option]:*

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A daily fee of *[state amount in words and in numbers indicating currency]*

- e) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- f) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe 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 _____ days *[minimum of 90 days]* after the submission deadline;
- h) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*
- i) If I am selected for this assignment, I shall *[pls. check the appropriate box]:*

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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]:*

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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) ***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.

m) 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]:*

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CV or Duly signed P11 Form

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Breakdown of Costs Supporting the Final All-Inclusive Price as per Template

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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		



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 donor or against any goods supplied or materials furnished under the Individual Contract, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

13. TERMINATION

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

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

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

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

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

14. NON-EXCLUSIVITY

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

15. TAXATION

Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDIT AND INVESTIGATION

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

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

17. SETTLEMENT OF DISPUTES

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

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

18. LIMITATION ON ACTIONS:

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

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

19. PRIVILEGES AND IMMUNITIES

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

**ASSOCIATE EXPERTS NETWORKS
REGIONAL SERVICE CENTRE FOR LATIN AMERICA AND THE CARIBBEAN
SERVICE REQUEST**

Information of the Associate Expert	Information of this Service
LTA [1a]	Project No.: [2a]
Service Request [1b]	Project Title: [2b]
Area: [1c]	Area: [3a]
Sub-Area: [1d]	Sub-Area: [3b]

Date [4]

Dear [5],

The [6a] (hereinafter referred to as "[6b]"), wishes to engage you (hereinafter referred to as the "Associate Expert") in order to perform services in respect of creating input and recommendations for the for the formulation of the project within the framework of the partnership between BCPR and UNDP aimed at "[7]" (hereinafter referred to as the "Services").

Description of the Services:

A. BACKGROUND

[7b]

B. EXPECTED RESULTS / FUNCTIONS

General objective:

[7c]

Specific objectives:

[7d]

Products:

[7e]

Schedule (recommended)

OBJETIVE	DATE	Person in charge

Languages required:

[7f]

The Services shall be performed in accordance with the following stipulations:

1. Obligations of the Associate Expert

- 1.1. This Service is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I, unless otherwise expressly stated under the section entitled "Special Conditions" at the end of this letter.
- 1.2. The Associate Expert shall perform and complete the Services described above with due diligence and efficiency and in accordance with the LTA # [1a] signed between UNDP and the Associate Expert on [1a].
- 1.3. The Associate Expert shall provide the services under the supervision of the following key personnel:

	Name	E-mail	Position
Primary Supervisor	[8]	[8a]	[8b]
Secondary Supervisor, if any ³	[9]	[9a]	[9b]

- 1.4. Any changes in the above key personnel shall require prior written approval of [8], [8b].
- 1.5. The Associate shall travel to the following destinations in order to perform the services requested in this Service Request:

Countries visited	Dates worked		No. of days worked
	From	To	
1. [10]	[10a]	[10b]	[10c]
2. [10]	[10a]	[10b]	[10c]

³ To be filled when the Associate Expert does not belong to the Associate Experts Network managed by the Requesting Entity.

n. [10]	[10a]	[10b]	[10c]
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- 1.6. The Associate Expert shall submit to [8] and [9] the deliverables specified hereunder according to the following schedule:

DELIVERABLES	DELIVERY DATES	LANGUAGES
1. [11]	[11a]	[11b]
2. [11]	[11a]	[11b]
n. [11]	[11a]	[11b]

- 1.7. The Expert will submit the following documents in order to complete the signature of the Service Request Contract corresponding to this service:

- ☐ Copy of certification of vaccinations/inoculations required in [10], [10], ...: [12]
- ☐ Security Clearance for [10], [10], ...: (this document will be processed by the RSC-LAC or the corresponding Country Office)

- 1.8. The associated expert will submit a final report on every agreed work and product in electronic format, or hard copy format if electronic format is not available, within a maximum of ten working days after the last day of each consultancy.

2. Price and Payment

- 2.1. In full consideration for the complete and satisfactory performance of the Services under this Service Request, [6b] shall pay the Associate Expert a fixed contract price of USD 5000 (FIVE THOUSAND US DOLLARS)

Deliverable	Daily rate*	Monthly rate*	Number of days/months	Total amount per deliverable
Deliverable 1	USD [13a]	USD [13b]	[13c]	USD [13d]
Deliverable 2	USD [13a]	USD [13b]	[13c]	USD [13d]
Deliverable n	USD [13a]	USD [13b]	[13c]	USD [13d]
SERVICE TOTAL AMOUNT				USD [13e]

* Select Daily rate OR Monthly rate

Other expenses:

	Item price	Daily rate*	Monthly rate*	Number of item/days/months	Total
Air ticket from [14a] to [14b]	USD [14c]	--	--	--	USD [14c]
DSA	--	USD [15a]	USD [15a]	[15b]	USD [15c]
Terminal expenses	--	USD [16a]	--	[16b]	USD [16c]
TOTAL AMOUNT					USD [17]

- 2.2. The price of this Service is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Associate Expert in the performance of the Contract.
- 2.3. Progress and final payments shall be effected by [6b] to the Associate Expert after acceptance of the invoices submitted by the Associate Expert to the address specified in 5.1 below, together with the certificate of payment (COP) and whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by [6b]. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
- 2.4. Partial and final payments are subject to supervisor's written approval and acceptance of the products and final report using the Certification for Payment Form submitted by the expert.
- 2.5. When travel is required, the expert is entitled to 80% of DSA in advance, at the beginning of each mission, as well as terminal expenses and an air ticket, for the most direct and economical route, irrespective of the duration of the flight. The remaining 20% of DSA will be paid by the end of the consultancy after submitting the voucher for reimbursement of expenses (F10 form) and related receipts and ticket stubs.
- 2.6. Service Requests do not entail advance fees payment, neither at the contract start date nor at the beginning of each specific consultancy.

3. Submission of invoices

- 3.1. An original invoice accompanied by the COP shall be submitted by mail by the Associate Expert for each payment under this Service Request to the following address:

[18]

- 3.2. Invoices submitted by fax shall not be accepted by [6b].

4. Time and manner of payment

- 4.1. Invoices shall be paid within thirty (30) days of the date of their acceptance by [6b]. [6b] shall make every effort to accept an invoice or so advise the Associate Expert of its non-acceptance within a reasonable time from receipt.
- 4.2. All payments shall be made by [6b] to the Bank account stated by the Associate Expert in his/her Vendor or by check to be collected in the UNDP country office or Regional Service Center.

5. Entry into force. Time limits

- 5.1. The Contract shall enter into force upon its signature by both parties.
- 5.2. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

6. Modifications

6.1. Any modification to this Service Request shall require an amendment in writing between both parties duly signed by the authorized representative of the Associate Expert [8], [8b], [6b].

7. Notifications

7.1. For the purpose of notifications under the Service Request, the addresses of [6b] and the Associate Expert are as follows:

For [6b]:

Address: [19a]		
E-mail: [19b]	Phone: [19c]	Fax: [19d]

For the Associate Expert:

Address: [20a]		
E-mail: [20b]	Phone: [20c]	Fax: [20d]

If the above terms and conditions meet with your agreement as they are typed in this letter and in the annexed documents, please initial every page of this letter and its attachments and return to this office one original of this Service Request duly signed and dated.

Yours sincerely,

[21]

[8]

[8b]

For [5]

Agreed and Accepted:

Signature [22]

Name: [5]

Title: [5a]

Date: [23]

KEY TO COMPLETE THE SERVICE REQUEST:

- [1a] Number of the Associate Expert's LTA
- [1a'] Date of the signature of the LTA (dd/mm/yyyy)
- [1b] Number of this Service Contract
- [1c] Area of the Network for which the Associate Expert was selected (see LTA)
- [1b] Sub-area of the Network for which the Associate Expert was selected (see LTA)

- [2a] No./Ref of the Project
- [2b] Name of the Project
- [3a] Area requesting of this specific consultancy / service
- [3b] Sub-area requesting of this specific consultancy / service

- [4] Current date in format dd/mm/yyyy

- [5] Name of the Associate Expert
- [5a] Title of the Associate Expert

- [6a] Long name of the Unit, Team, Practice Area requesting the services
- [6b] Short name of the Unit, Team, Practice Area requesting the services

- [7] Brief description of the services, primary purpose
- [7b] Background of the service requested (as in ToRs)
- [7c] State the general objective of the service requested (as in ToRs)
- [7d] State the specific objectives of the service requested (as in ToRs)
- [7e] Clear description of the products to be delivered by the Associate Expert (as in ToRs). Please number each product:
 - 1. ...
 - 2. ...
 - 3. ...
 - n. ...
- [7f] State the languages & proficiency required to accomplish the services. Ex: Full command of spoken and written Spanish, proficiency in written English.

- [8] Name of the Primary Supervisor
- [8a] e-mail address of the Primary Supervisor
- [8b] Position of the Primary Supervisor
- [9] Name of the Secondary Supervisor
- [9a] e-mail address of the Secondary Supervisor
- [9b] Position of the Secondary Supervisor

- [10] Name of country visited
- [10a] Start date of mission in the corresponding country (dd/mm/yyyy)
- [10b] End date of mission in the corresponding country (dd/mm/yyyy)
- [10c] Number of days worked in the corresponding country

- [11] Refer to [7e]
- [11a] Delivery date of the corresponding product