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## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

### 741 RSC 2014 - Development of SDSN Amazon Program Document

Date: August 15, 2014

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**Country:** Panama

**Description of the assignment:** 741 RSC 2014 - Development of SDSN Amazon Program Document (Home Based Consultant)

**Project name:** Environment and Energy Cluster

**Period of assignment/services:** an estimated 25 days, over a period of 4 months

Proposal should be submitted at the following email [adquisiciones.rclac@undp.org](mailto:adquisiciones.rclac@undp.org), **Subject:** 741 RSC 2014 - Development of Amazon Program Document no later than **August 25, 2014 at 23:59 (UTC/GMT -5, Time of the Republic of Panama)**.

Any request for clarification must be sent in writing, or by standard electronic communication to the e-mail indicated above no later than **August 20, 2014, at 17:00 (UTC/GMT-5, Time of the Republic of Panama)**. Procurement Unit RSC LAC will respond by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

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#### 1. BACKGROUND, SUMMARY OF KEY FUNCTIONS, KEY RESULTS EXPECTED, COMPETENCIES AND QUALIFICATIONS.

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

#### 2. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS

Interested individual consultants must submit the following documents (in PDF format) duly signed to demonstrate their qualifications:

**2.1 Proposal IN ENGLISH:** Letter explaining why they are the most suitable for the work.

**2.2 Financial proposal: (Mandatory)** The standard Letter of Confirmation of Interest and Availability supported by a breakdown of costs, which you must complete, **sign and submit to UNDP (Annex 2).**

The financial proposal shall specify a total lump sum amount, and payment terms around specific and

measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR.

#### **Travel;**

The consultancy is home-based and travel is not foreseen. In the case of unforeseeable travel, UNDP will cover travel costs as per its standard rules, including economy class tickets, lodging and terminal expenses. Should the IC wish to travel on a higher class he/she should do so using their own resources.

**2.3 P11 form** Including past experience in similar projects and at least 3 professional references (email, phone number).

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

**2.5 CV (optional)**

**Take note: Email size should not exceed 4 MB.**

#### **4. EVALUATION**

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

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

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

**\* Technical Criteria weight is 70 %:** Technical Evaluation will be done based on a desk review of academic background, experience, other skills and languages will be evaluated (items A, B, C, D & E of evaluation matrix).

**\*Financial Criteria weight; is 30%:** Only candidates obtaining a minimum of 70% of the total of points would be considered for the Financial Evaluation of proposals.

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

## EVALUATION MATRIX

	QUALIFICATION REQUIREMENTS AS PER TORs	Max. score
<b>A</b>	<i>Master's degree or higher in Sustainable Development, Economics, International development, International Relations, Natural Resource Economics, Environmental Policy, or a closely related field.</i>	15
<b>B</b>	<i>At least 8 years' experience working on sustainable development issues. Extensive experience working in environmental policies; broad understanding of natural resource management and its links to poverty reduction. Work experience in the Amazon countries an asset.</i>	15
<b>C</b>	<i>Extensive experience working in institutional capacity assessments and organizational frameworks.</i>	15
<b>D</b>	<i>Experience working in programme and project formulation, stakeholder consultation and resource mobilization.</i>	15
<b>E</b>	<i>Proven excellent command in written and spoken English. Spanish and/or Portuguese an asset. Proven analytical, writing, and communication skills</i>	10
	<b>Total</b>	70

**Other instructions:** Awarded consultant must submit copy of a medical insurance and Statement of Good Health

## ANNEXES

**ANNEX 1- TERMS OF REFERENCES (TOR)**

**ANNEX 2- OFFEROR'S LETTER TO UNDP**

**ANNEX 3- MODEL INDIVIDUAL CONSULTANT CONTRACT**

**ANNEX 4- GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

**UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**  
**SUSTAINABLE DEVELOPMENT CLUSTER**  
**TERMS OF REFERENCE**  
**Individual Contract (IC)**  
**741 RSC 2014 - Development of SDSN Amazon Program Document**

**A. Project Title: Development of the SDSN Amazon Program Document (Home Based Consultant)**

**B. Project Description**

The Amazon Basin spans eight countries and an overseas department: Brazil, Bolivia, Peru, Ecuador, Colombia, Venezuela, Guyana, Suriname, and French Guiana; it encompasses about 40 percent of the South American continent and houses half of the planet's biodiversity. It is an important source of natural resources for human economic development, as it contains some of the world's largest known reserves of bauxite (approximately 15% of the world's total), and is also a large global supplier of iron ore. Additionally, there is an increasing global demand for wood and wood byproducts, gold, and tin. Finally, the Amazon basin is also a crucial provider of ecosystem services by maintaining climate and ecosystem stability locally, regionally and globally.

More than 30 million people including 350 indigenous and ethnic groups live in the Amazon and depend on nature for food production, housing materials, clothing and traditional medicines. Most of the population in the Amazon lives in urban areas. (71% in 2007). In recent decades, there has been an accelerated process of immigration into, and settlement within, the Amazon River Basin. Population growth rates range from 5.2% to 7.2%, well above the national averages for the Amazon countries. These factors, combined with the high levels of poverty, place constant pressure on the region's natural resources, and in particular on native forests.

The Amazon basin is in the process of undergoing major changes. Climate change is driving forest ecosystems close to their tipping point. Major drivers of deforestation include large scale infrastructure projects, cattle ranching and agricultural expansion, unsustainable natural resource extraction including mining, oil exploration and illegal logging. At the same time, there is growing political awareness and commitment by the governments and civil society of the Amazon countries to pursue more sustainable development models. Major achievements include significant reduction of deforestation rates, especially in Brazil (84% reduction from 2004-2012), and the establishment of a vast system of protected areas, indigenous reserves, extractive reserves, and other protected areas; while at the same time witnessing impressive increases in the Human Development Index of the states within the basin, including poverty reduction. For example in the State of Amazonas in Brazil, the percentage of the population under the poverty line decreased from 48.5% in 2000 to 30.8% in 2010, while the HDI increased from 0.515 to 0.674 in the same period.

As the post 2015 development framework takes its final shape, there is a recognition of the need to secure and multiply the significant sustainable development and conservation successes over the last decade in the Amazon. The SDSN-Amazonia initiative (Sustainable Development Solutions Network for the Amazon)

is being established to set a post-2015 sustainable development vision for the Amazon, and to convene knowledge centers in the region with the objective of identifying, sharing, and implementing novel technologies, business models, and policies. It will act under the umbrella of the UN Sustainable Development Solutions Network ([www.unsdsn.org](http://www.unsdsn.org)) that was launched in 2012 to support the design and implementation of the post-2015 global sustainable development goals.

The United Nations Development Programme (UNDP) is collaborating with the Sustainable Development Solutions Network (SDSN) and other partners in the Amazon to develop a subregional programme to accelerate the design and implementation of sustainable development paths and solutions for the region. In this context, UNDP, through its Regional Hub for Latin America and the Caribbean (UNDP RH-LAC), is seeking the services of a consultant to develop the SDSN Amazon Program document. The SDSN Amazon Program will operate under the aegis of the SDSN ([www.sdsn.org](http://www.sdsn.org)), and aims at convening knowledge centers in the region (universities, research centers, civil society organizations, government institutions, and the private sector) to promote sustainable development in the region. UNDP's role in the SDSN Amazonia is to manage and coordinate the political process with government institutions, build and maintain relationships with other partners, and provide support in program implementation through its network of country offices in Amazon countries.

Participation in the SDSN-Amazonia will be open to universities, research centers, civil society organizations, government institutions, and the private sector that are actively engaged in research, design and implementation of sustainable development solutions for the Amazon. In the long-term, it is expected that the SDSN-Amazonia will have support the basin countries to:

1. Set a common vision for "*The Amazon that We Want*" by 2030, and adapt the Sustainable Development Goals (SDGs) for the Amazon.
2. Share and promote sustainable development solutions for the Amazon through a web-based platform, and support the Amazon countries with implementation of these solutions.
3. Undertake strategic research that could have transformative impacts in the Amazon.
4. Promote massive capacity building including through the Massive Open Online Course (MOOCC) model.
5. Provide support to development of public policies for sustainable development and conservation in the Amazon region.

The Amazonas Sustainable Foundation (*Fundação Amazonas Sustentável -FAS*) will serve as a Regional SDSN Center and will initially host, articulate, facilitate and coordinate the activities within the Amazon region. As the programme develops, participating institutions of the Amazonian countries will take the lead on specific projects/themes

The detailed SDSN-Amazonia program to be developed needs to identify the optimal institutional framework, and establish the programmatic guidelines for UNDP, so that it is successful in achieving the following set of activities:

- I. Set a vision for "*The Amazon that We Want*" by 2030, and to support the development of Sustainable Development Goals (SDGs) for the Amazon, by facilitating the consultations amongst Amazonian stakeholders. This set of activities will be linked to the development of the global SDGs. It will focus on defining a vision for the amazon and identifying targeted Amazon-specific SDGs to be realized by 2030.

- II. Identify, share and promote sustainable development solutions for the Amazon through a web-based platform, and support the Amazon countries with implementation of these solutions. This will require systematic consultations at the regional level aimed at defining what is meant by “sustainable solutions”, identifying selection criteria and a peer review process, implementing “Sustainable Solutions” awards, developing and launching an operational and user-friendly web-based open-access platform to upload solutions, channel funding for implementation of solutions.
- III. Undertake strategic research that could foster transformative impacts in the Amazon. .
- IV. Promote massive capacity building including through the Massive Open Online Courses (MOOCC) model.
- V. Develop communication strategy mobilizing engagement of a wide set of stakeholders to develop, share and implement sustainable and transformative solutions for the Amazon region
- VI. Establish rules of engagement on how the sustainable development solutions will be implemented.
- VII. Mobilize institutions of the network to advocate and support the development of public policies for sustainable development in the Amazon countries.

### C. Scope of Work

The objective of the consultancy is to develop a draft SDSN-Amazon Program, which should elaborate on key components describes above and identify and propose the optimal institutional framework for planning and executing, in a coordinated and coherent manner, the long term activities of the SDSN Amazonia – UNDP partnership. To achieve this objective, the consultant will have to:

- i. Take stock of ongoing Amazon-wide initiatives similar and/or complementary to the SDSN Amazon;
- ii. Review, understand and propose an optimal institutional framework for the network;
- iii. Based on the above, elaborate on the contents of key components identified for the SDSN, and
- iv. Provide a final program document which proposes the SDSN Amazon Program scope, the final shape of the relationships and, in particular in view of how sustainable development solutions would be identified and implemented, and what is the state of the art with regards to a *Vision Amazonas 2030*. This document which will then form the basis for mobilizing resources for implementation of the program.

Working under the guidance of the Team Leader for the Sustainable Development Cluster at the UNDP’s Regional Hub in Panama the consultant will undertake the following tasks:

#### ***Activity 1: Take stock of ongoing Amazon-wide initiatives similar and/or complementary to the SDSN Amazon.***

- Mapping of existing initiatives in the Amazon basin aimed at developing sustainable development solutions at state, country and or basin level.
- Mapping of actors involved in these initiatives
- Identification and proposal of SDSN relationship with existing initiatives.
- Prepare a consolidated report of Activity 1

Activity 1 will feed into a consultation process with relevant stakeholders at the national level and help identify key actors to be invited to this process. UNDP will be responsible for carrying out this process, with support from staff of the Regional Service Center in Panama and country offices. These consultations will in turn be the basis for activity 2.

**Activity 2: Analyze, review, understand and propose an optimal institutional framework for the network**

- Analyze and review possible institutional framework in view of stated objectives of SDSN and mandates of key actors.
- Develop a proposal for an optimal institutional framework for the network.
- Prepare a draft report of the Activity 2

**Activity 3: Drafting and finalization of Program Document.**

- Integrate final findings of Activities 1 and 2 into first draft of a SDSN-Amazon Program, aimed at resource mobilization for its future activities.
- Prepare and share first draft of SDSN-Amazon Program Document.
- Respond to comments from SDSN-Amazon Program Development Team, UNDP Country Offices and the Regional Service Center, and integrate into a final version of the Program.

**D. Expected Outputs**

	<b>Deliverables</b>	<b>Target Due Dates</b>	<b>Review and Approvals Required</b>
1	Activity 1 Consolidated Report	1/09/2014	Team Leader for the Sustainable Development Cluster
2	Activity 2 Draft Report	15/10/2014	Team Leader for the Sustainable Development Cluster
3	First draft of SDSN Program Document	7/11/2014	Team Leader for the Sustainable Development Cluster
4	Final Report	1/12/2015	Team Leader for the Sustainable Development Cluster

**E. Institutional Arrangement**

- Direct supervisor: Team Leader for the Sustainable Development Cluster, in coordination with the RBLAC Senior Advisers on the Regional Programme
- Under the guidance of The Sustainable Development Cluster team leader and advisors, the Contractor is expected to liaise/interact/collaborate/meet with in the course of performing the work with UNDP Country Offices, UNDP RBLAC staff, UNDP GEF Regional Technical Advisors (RTAs), Academia, NGOs and other organizations.

**Duration of the Work**

- A Maximum of 25 working days starting the 5<sup>th</sup> September 2014 with a completion date the 1<sup>st</sup> of December 2015.
- Estimated lead time for UNDP or Project Implementing Partners to review outputs, give comments, certify approval/acceptance of outputs: 15 days after submission of outputs.

**F. Duty Station**

- Home Based, no travel is foreseen.

## G. Qualifications of the Successful Contractor

- Master's degree or higher in Sustainable Development, Economics, International development, International relations, Natural Resource Economics, Environmental Policy, or a closely related field
- At least 8 years' experience in government working on sustainable development issues
- Extensive experience working in institutional capacity assessments and organizational frameworks.
- Experience working in programme and project formulation processes.
- Work experience in the Amazon countries preferred
- Proven analytical, writing, and communication skills
- Fluent in English. Fluency in Spanish and/or Portuguese an asset.

## H. Scope of Bid Price and Schedule of Payments

The contractor will be paid accordingly to the submission of the deliverables as per the table detailing the expected outcomes and based on the total number of days worked and reported at the agreed upon rate and as per the target due date.

- IC payments are directly linked to deliverables.
- Contract price is fixed regardless of changes in the cost components
- The contract signed as IC does not involve any fees in advance at the beginning of the consultancy.
- If travels are required, costs will be covered by the project.

**Schedule of Payments is as follows:**

	<b>Deliverables</b>	<b>Target Due Dates</b>	<b>% of total payment<sup>1</sup></b>
1	Activity 1 Consolidated Report	1/09/2014	20%
2	Activity 2 Draft Report	15/10/2014	20%
3	First draft of SDSN Program Document	7/11/2014	30%
4	Final Report	1/12/2014	30%

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<sup>1</sup> All payments will be effective 5 days after delivery of product and the approval of direct supervisor. All payments will be effective after review and acceptance of supervisor - (Estimated lead time for UNDP to review outputs, give comments, certify approval/acceptance of outputs: 15 days after submission of output.)



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

Date \_\_\_\_\_

*(Name of Resident Representative/Bureau Director)*  
United Nations Development Programme  
*(Specify complete office address)*

Dear Sir/Madam :

I hereby declare that :

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of **741 RSC 2014 - Development of SDSN Amazon Program Document** under the *[state project title]*;
- b) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- c) I 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) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 *[delete this item if the TOR does not require submission of this document]*;
- e) I hereby propose to complete the services based on the following payment rate : *[pls. check the box corresponding to the preferred option]*:
  - ☐ An all-inclusive daily fee of *[state amount in words and in numbers indicating currency]*
  - ☐ A total lump sum of *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
- f) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- g) 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;

- h) This offer shall remain valid for a total period of \_\_\_\_\_ days [*minimum of 90 days*] after the submission deadline;
- i) 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*];
- j) 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:

\_\_\_\_\_

- k) 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

- l) 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.

- m) *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.
- n) 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 :**

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**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 Deliverables\***

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Amount
Deliverable 1		
Deliverable 2		
....		
Total	100%	USD .....

*\*Basis for payment tranches*

## UNITED NATIONS DEVELOPMENT PROGRAMME



**Contract for the services of  
an Individual Contractor**

No \_\_\_\_\_

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as "UNDP") and \_\_\_\_\_ (hereinafter referred to as "the Individual Contractor") whose address is \_\_\_\_\_.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

**1. Nature of services**

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): \_\_\_\_\_.

**2. Duration**

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement) and are attached hereto as *Annex II*.

**3. Consideration**

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] ----- in accordance with the table set forth below<sup>2</sup>. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE	AMOUNT IN [CURRENCY]

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

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United

<sup>2</sup> For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.

Nations on the day the UNDP instructs its bank to effect the payment(s).

#### **4. Rights and Obligations of the Individual contractor**

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

#### **5. Beneficiary**

The Individual Contractor selects \_\_\_\_\_ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

\_\_\_\_\_  
\_\_\_\_\_

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement) and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".**

☐ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

**AUTHORIZING OFFICER:**

**United Nations Development Programme**

**INDIVIDUAL CONTRACTOR:**

Name; \_\_\_\_\_

Name; \_\_\_\_\_

Signature; \_\_\_\_\_

Signature; \_\_\_\_\_

Date; \_\_\_\_\_

Date; \_\_\_\_\_

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

**1. LEGAL STATUS**

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

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

**2. STANDARDS OF CONDUCT**

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

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

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

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

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

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

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

However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Individual Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Individual Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual 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.

#### **1. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Individual Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Individual Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be recluded from disclosing Information that is obtained by the Recipient from a third party without



restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Individual Contract, including any extension thereof, and, unless otherwise provided in the Individual Contract, shall remain effective following any termination of the Individual Contract.

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

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

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

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's 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 subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Individual Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Individual Contract.

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

The Individual contractor shall not advertise or otherwise make public for purposes of commercial

advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

## **9. INDEMNIFICATION**

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

## **10. INSURANCE**

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Individual Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Individual Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Individual Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Individual Contract.

## **11. ENCUMBRANCES AND LIENS**

The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work 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.