



Empoderando vidas.
Fortalecendo nações.

AVISO DE AQUISIÇÃO PARA CONTRATAÇÃO INDIVIDUAL

Data: 4 de setembro de 2014

País: Brasil

Descrição do serviço: Consultor - Responsável Logístico

A proposta deve ser apresentada em espanhol ou inglês, referindo-se ao processo n.º **892 RSC 2014** e deve ser entregue por **via electrónica**, **ao mais tardar o dia 19 de setembro 2014 até às 23:59 horas (GMT-5) tempo na República do Panamá**. Não se receberão propostas apresentadas posteriormente à data e hora indicadas.

REF 892 RSC 2014 – Responsável Logístico

Atenção: Unidade de Aquisições

Email: adquisiciones.rclac@undp.org

Qualquer pedido de esclarecimento deve ser enviado o mais tardar três dias antes da data de encerramento. O pedido de esclarecimento deverá ser enviado por escrito para o local ou para o e-mail acima. Responderá-se eletronicamente e se enviara uma cópia escrita da resposta, incluindo uma explicação sobre a consulta sem identificar a fonte, a todos os consultores. Os procedimentos para a aquisição de serviços no âmbito deste convite serão aqueles do Programa das Nações Unidas para o Desenvolvimento.

Este processo destina-se a indivíduos. Qualquer oferta recebida de uma pessoa jurídica, ou de dois ou mais consultores juntos será rejeitada.

O modelo do contrato pode ser encontrado no Anexo 3. A não-aceitação das Condições Gerais do Contrato será motivo de rejeição da oferta pelo PNUD.

1. DOCUMENTOS PARA SEREM INCLUIDOS NA SU PROPOSTA

Os consultores individuais devem apresentar os seguintes documentos, devidamente identificados, em uma ou mais PDF (4MB UP MAIL) arquivos devidamente assinados.

1. **Proposta Económica /Financeira** deve incluir as taxas especificadas no valor total (lump sum), o qual será estabelecido em função as condições de pagamento dos produtos esperado
2. **Carta de Confirmação de Interesse**: O mesmo deve ser devidamente apresentado para confirmação de interesse e disponibilidade utilizando o modelo proporcionado pelo PNUD (Anexo 2) ,devidamente assinado e contendo uma breve descrição do motivo pelo qual o indivíduo acredita que ele / ela é o / a mais adequada para o trabalho.
3. **Formato P11** espanhol (ou **Formato P11 Inglês**) **devidamente preenchido e assinado (Utilize o formato link)** que indica toda a experiência passada de projetos semelhantes.
4. **Referências**, informação de contato (e-mail e número de telefone) do candidato e, pelo menos, 3 (três) referências profissionais. Se as referências não atender ao pedido feito pelo PNUD para fornecer referências escritas, o consultor de fornecer outras falha será solicitado.
5. **Destinatário**: nome, cédula/passaporte, endereço e número de telefone de um beneficiário em caso de morte. Esta informação é obrigatória no caso em que o resultado atribuído consultor.
6. **CV (opcional)**

2. PROPOSTA FINANCEIRA

Devera incluir uma proposta financeira que irá incluir as taxas e quaisquer custos adicionais que considere exigir a execução dos serviços.

Viagens:

Todas as despesas de viagem devem ser incluídos em sua proposta financeira. Isto inclui todas as viagens para se juntar ao escritório / ou viajar para a consulta se for o caso. Em geral, o PNUD não aceita os custos que excedem as taxas de classe econômica. No caso em que um contratante individual desejam viajar em uma classe mais alta que ele / ela pode fazê-lo usando seus próprios recursos.

Se você encontrar uma viagem inesperada, como parte da consultoria, o pagamento das despesas de viagem, alimentação e encargos terminais devem ser previamente acordado entre a área eo contratante individual, e será reembolsado usando os formulários apropriados (F -10), de acordo com as normas do PNUD.

3. AVALIAÇÃO

Para a avaliação será utilizado um procedimento da **análise cumulativa**. A Proposta Técnica terá um peso de 70% e sua Proposta Financeira terá um peso de 30%.

O processo de avaliação consiste em três etapas:

Análise preliminar: Verificação de documentos necessários: Assinatura proposta financeira, revisão de lista negra, carta de interesse assinada, P11 Form, e uma breve descrição do motivo pelo qual o indivíduo acredita que ele / ela é o / melhor para esta

A Avaliação Técnica: a revisão de antecedentes curriculares (dentro do modelo anexado de formulário CV P11), que recebe uma pontuação máxima possível de 100 pontos. Os consultores que alcançarem 70 pontos ou mais serão considerados tecnicamente qualificados e vão passar para uma próxima fase em que sua Proposta Financeira será avaliada.

A Proposta Financeira será um critério de adjudicação com um peso de 30% da pontuação total de 30 pontos. O número máximo de pontos será atribuído para o menor preço. Todas as outras propostas receberão pontos em proporção inversa.

A contratação será adjudicada ao ofertante que leva a maior pontuação somando a soma dos pontos obtidos com a Proposta Técnica e a Proposta Financeira.

Este processo destina-se a consultores em seu caráter individual. Ofertas de empresas ou de dois ou mais juntos consultores oferta serão rejeitadas, bem como aqueles cujas referências são negativas.

Requerimentos de avaliação		Pontuação total
1	Graduação na área de Administração, Secretariado, Economia, Psicologia, ou qualquer outra área, desde que apresente experiência na área administrativa e/ou logística.	25
2	Mínimo de 3 anos de experiência na área administrativa e/ou logística.	25
3	Demonstrar excelente capacidade analítica, organização de ideias, elaboração de textos.	40
4	Experiência de trabalho para o Sistema de Nações Unidas ou Organismos Internacionais.	10
Total		100 (70%)



PROGRAMA DAS NAÇÕES UNIDAS PARA O DESENVOLVIMENTO
ESCRITÓRIO REGIONAL PARA A AMÉRICA LATINA E AS CARAÍBAS
Unidade para Prevenção de Crises e Recuperação
TERMO DE REFERÊNCIA

I. Informações sobre o posto

Título do Projeto: BRA 12/017 “Fortalecimento da Cultura de Gestão de Risco de Desastres no Brasil”

Título do posto: Responsável Logístico

Supervisor: Coordenador do projeto – PNUD Centro Regional do Panamá

Duração do contrato: Por produto, ver cronograma em adjunto. Duração é estimada em quatro meses.

Local: Brasília

Tipo de Contrato: IC (Contrato Individual)

II. Justificativa

Em dezembro de 2012, foi firmado entre o Programa das Nações Unidas para o Desenvolvimento (PNUD) – escritório do Brasil e a Secretaria Nacional de Defesa Civil (SEDEC) do Ministério da Integração do Brasil, o projeto de cooperação técnica BRA/12/017 – “Fortalecimento da Cultura de Gestão de Risco de Desastres no Brasil”

O projeto firmado teve como objetivo geral promover o fortalecimento da cultura de Gestão de Risco de Desastres no país, nos três níveis de governo (federal, estadual e municipal), por meio de ações voltadas à capacitação; incentivo à pesquisa e desenvolvimento de novas metodologias e práticas relacionadas ao tema; intercâmbio internacional; e sensibilização da sociedade civil, mídia e outros atores com atuação no tema no âmbito do poder público.

A estratégia deste projeto foi desenhada de forma a priorizar o atendimento a 10 estados prioritários selecionados pela SEDEC (Região Sul – Santa Catarina, Paraná e Rio Grande do Sul; Região Sudeste – Minas Gerais, São Paulo, Espírito Santo e Rio de Janeiro; Região Nordeste – Pernambuco, Alagoas e Bahia), especialmente no que diz respeito à implementação das atividades relacionadas a capacitação e elaboração de planos piloto de gestão de riscos.

Considerando o conhecimento e a experiência acumulados no âmbito internacional pelo PNUD na área de gestão de riscos de desastres, além da assessoria técnica do escritório local do PNUD, o documento de projeto previu a colaboração e assessoria especializada do Centro Regional do PNUD para a América Latina, especialmente de sua área de Prevenção de Crises e Recuperação.

Em agosto de 2013, foi firmada a primeira Carta de Acordo com o Centro Regional do PNUD. Esta primeira fase da parceria teve foco na (i) realização de diagnóstico nacional de capacidades e necessidades de formação em gestão de riscos de desastres; (ii) desenvolvimento de estratégia de desenvolvimento de capacidades em GRD, construída a partir dos resultados do diagnóstico; (iii) desenvolvimento de conteúdo e metodologia para curso de atualização em GRD e realização de 34 turmas de formação deste curso; (iv)

desenvolvimento, em parceria com o UNISDR, de nota conceitual contendo mapeamento do estado da arte da pesquisa em GRD o país e proposta para agenda de pesquisa prioritária e constituição de rede de pesquisa em GRD no Brasil. A implementação das ações previstas nesta primeira Carta de Acordo foi concluída com êxito em 31 de julho de 2014.

Prontamente, a pedido da SEDEC, será firmada entre o PNUD Brasil e o Centro Regional do PNUD, uma nova Carta de Acordo para começar a segunda fase do projeto BRA12/017 para dar uma continuidade à assistência técnica supracitada.

III. Objetivo

O Projeto BRA12/017 *“Fortalecimento da Cultura de Gestão de Risco de Desastres no Brasil”* em sua segunda fase trabalhará com as seguintes linhas de ação:

1. Realização de assessoria técnica à validação e implementação da nova estratégia de capacitação da SEDEC.
2. Realização de novas turmas de formação do curso de Atualização em Gestão de Risco e Desastres e Formação de Formadores.
3. Desenvolvimento e implementação da estratégia de supervisão técnica e coordenação das capacitações.
4. Coordenação geral, monitoramento e assessoria técnica do Centro Regional.

Esta consultoria entra na linha dos objetivos 2 e 3.

IV. Principais Atividades

O(A) Responsável Logístico terá como principal função o suporte administrativo e logístico das ações do projeto BRA12/017 *“Fortalecimento da Cultura de Gestão de Risco de Desastres no Brasil”*.

Especificamente, é esperado que o(a) Responsável Logístico cumpra as seguintes tarefas:

- Apoiar administrativa e logisticamente a equipe do projeto na organização das turmas de formação (15) e as turmas de formação de formadores (2) e assistir ao Responsável de administração e finanças na preparação e envios de todos os documentos administrativos da equipe de formação e Formação de Formadores.
- Obter orçamentos e elaborar quadros comparativos segundo a norma do PNUD para aquisição de equipes, materiais e locação de espaço/hotéis para realização de evento.
- Elaborar documentos como: autorizações de viagens calculo correspondente a viagem, documento de reembolso e seguir com o tramite para envio ao Responsável de administração e finanças do Hub Regional.
- Reservar passagens, junto às agências que mantêm acordo com o Hub regional do PNUD, alojamento e assegurar transporte dos consultores, quando seja requerido.
- Manter atualizado um registro/controlar de viagens e de pagos de DSAs dos consultores.
- Contatar os instrutores para informar sobre os itinerários e detalhes de viagem.
- Preparar documentos de acompanhamento, clarificação, administrativos.
- Organizar a logística de cada formação:
 - Assegurar a reserva de salas de aula (com acesso a internet).
 - Assegurar a disponibilidade dos materiais didáticos em sala (incluindo os manuais de formação e

todo material necessário aos formadores). ○ Produzir um 'kit de formadores'. ○ Assistir aos instrutores no relativo na plataforma virtual. ○ Assistir o responsável da formação na sistematização das boas praticas recolhidas durante as turmas de formação. ○ Assistir aos instrutores e o responsável da formação no acesso e certificação das participantes através da plataforma virtual. ○ Assegurar que cada participante receba um e-mail com o link de acesso da plataforma virtual antes da formação a fim de fazer o registo. ○ Dar assistência aos participantes para o acesso e <i>download</i> dos materiais da formação da plataforma virtual. ○ Assegurar o registo dos participantes no início do curso a mais tardar no primeiro dia do curso. ○ Digitalizar e arquivar a lista dos participantes de cada formação. ○ Assegurar que os participantes preencham o formulário de monitoria (virtual o no papel). ● Assistir o/a Responsável das formações em todo no relativo às formações; esclarecendo dúvidas, atendendo solicitações, facilitando contatos) para SEDEC ou para os estados. ● Participar, quando convocado(a), das reuniões (virtuais) de monitoramento e avaliação, junto às coordenações de formação e do projeto. ● Cumprir com outras tarefas que sejam necessárias.
V. Produtos 1- Relatório de atividades depois da quinta turma de formação com recomendações para melhor funcionamento da área logística. 2- Relatório de atividades depois da decima turma de formação com recomendações para melhor funcionamento da área logística. 3- Relatório de atividades depois da decimo quinta turma de formação com recomendações para melhor funcionamento da área logístic. 4- Relatório de atividades depois da segunda "Formação de formadores"
VI. Qualificações Mínimas Requeridas Requeridas ● Graduação na área de Administração, Secretariado, Economia, Psicologia, ou qualquer outra área, desde que apresente experiência na área administrativa e/ou logística. ● Mínimo de 3 anos de experiência na área administrativa e/ou logística. ● Demonstrar excelente capacidade analítica, organização de ideias, elaboração de textos. ● Experiência de trabalho para o Sistema de Nações Unidas ou Organismos Internacionais. Idiomas: ● Fluência verbal e escrita em português ● Espanhol intermediário

- Conhecimento de inglês será diferencial.

VII. Critérios técnicos de avaliação

Requerimentos de avaliação		Pontuação total	Candidatos/as				
1	Graduação na área de Administração, Secretariado, Economia, Psicologia, ou qualquer outra área, desde que apresente experiência na área administrativa e/ou logística.	25					
2	Mínimo de 3 anos de experiência na área administrativa e/ou logística.	25					
3	Demonstrar excelente capacidade analítica, organização de ideias, elaboração de textos.	40					
4	Experiência de trabalho para o Sistema de Nações Unidas ou Organismos Internacionais.	10					
Total		100 (70%)					

VIII. Cronograma de produtos e pagamentos			
Produto	Data de entrega	Revisão e aprovação	Porcentagem de pagamento
Relatório de atividades depois de 5 turmas (1 a 5 das 15) de formação com recomendações para melhor funcionamento da área logística	Até 5 dias depois de quinta turma	Coordenador do projeto – BRA 12/017	25%
Relatório de atividades depois de 5 turmas (5 a 10 das 15) de formação com recomendações para melhor funcionamento da área logística	Até 5 dias depois de decima turma	Coordenador do projeto – BRA 12/017	25%
Relatório de atividades depois de 5 turmas (10 a 15 das 15) de formação com recomendações para melhor funcionamento da área logística	Até 5 dias depois de decimo quinta turma	Coordenador do projeto – BRA 12/017	25%
Relatório de atividades depois de 2 formações de formadores	Até 5 dias depois de segunda “Formação de Formadores”	Coordenador do projeto – BRA 12/017	25%
Total			100%

Pagamentos

Os pagamentos serão realizados mediante apresentação dos relatórios mencionada sob ponto V.

Custos com viagens

Os custos de viagens relacionados à execução dos produtos descritos acima serão pagos pelo PNUD.

Relação de supervisão

O(A) Assistente Logístico trabalhará sob a supervisão da responsável da formações, em coordenação com a equipe do Centro Regional para a América Latina e as Caraíbas, situado no Panamá.

Disponibilidade

A disponibilidade deve ser imediata. É necessário possuir um Laptop para executar o trabalho.

Anexo 2

CARTA DO OFERENTE AO PNUD CONFIRMANDO INTERES E DISPONIBILIDADE PARA A ALOCAÇÃO DO CONTRATANTE INDIVIDUAL (CI)

Data _____

Senhores

Programa das Nações Unidas para o Desenvolvimento
Centro Regional para a América Latina e as Caraíbas

Prezado Senhores:

Pela presente declaro que:

a) Eu li, entendi e concordo com os Termos de Referência que descrevem os papéis e responsabilidades de **Consultor** - Responsável Logístico no âmbito do **Unidade para Prevenção de Crises e Recuperação**;

b) Também tenho lido, compreendido e aceite os Termos Gerais do PNUD para a contratação de prestadores de serviços individuais;

c) Pela presente, proponho os meus serviços e confirmo o meu interesse em realizar a tarefa, enviando meu currículo ou Formulário de Antecedentes Pessoais (P11), que, devidamente assinado e anexado como Anexo 1;

d) Proponho a realização dos serviços com base na seguinte taxa: [marque a caixa apropriada na opção aplicável]:

☐ Uma soma fixa de [inserir valor em algarismos e por extenso, com indicação da moeda], a ser pago conforme descrito nos Termos de Referência.

e) Para fins de avaliação, é apresentada no Anexo 2 a repartição do montante da soma fixa acima mencionada;

f) Reconheço que o pagamento dos valores acima será feito com base na entrega de meus produtos dentro do tempo especificado no Termo de Referência, que serão sujeitos a revisão pelo PNUD, a aceitação dos mesmos e de acordo com procedimentos para a certificação dos pagamentos;

g) Esta oferta é válida por um período total de _____ dias (mínimo 90 dias) após o prazo de apresentação;

h) Confirmando que não tenho parentes de primeiro grau (mãe, pai, filho, filha, cônjuge / companheiro, irmão ou irmã) com alguém que atualmente seja trabalhador contratado ou assalariado por qualquer órgão ou agência da ONU [revelar o nome do parente, o Escritório ONU pelo qual e contratado ou empregado, também escrevendo o grau de parentesco, se tal relação existe];

i) Se for selecionado/a para a tarefa, eu procederei a; [Por favor, verifique a caixa apropriada]

- ☐ Assinar o Contrato Individual com o PNUD;
- ☐ Perguntar ao meu empregador [inserir nome da empresa / organização / instituição] para assine com o PNUD, para mim e em meu nome, um Acordo de Empréstimo reembolsável (RLA por sua sigla em Inglês). A pessoa de contato e os detalhes do meu empregador para esta finalidade são os seguintes:

j) Confirmando que [verificar todas que se aplicam]:

- ☐ No momento desta aplicação, não tenho Contrato Individual atual, ou qualquer outra forma de compromisso com qualquer Unidade de Negócios do PNUD;
- ☐ Atualmente, estou envolvido com o PNUD e / ou outras entidades para o seguinte trabalho:

Tarefa	Tipo de Contrato	Unidade de Negocio do PNUD/Nome da Instituição/Companhia	Duração do Contrato	Valor total do Contrato

- ☐ Da mesma forma, estou esperando o resultado da chamada / o seguinte (s) trabalho (s) para o PNUD e / ou outras entidades para as quais tenho apresentado uma proposta:

Tarefa	Tipo de Contrato	Unidade de Negocio do PNUD/Nome da Instituição/Companhia	Duração do Contrato	Valor total do Contrato

k) Compreendo perfeitamente e reconheço que o PNUD não é obrigado a aceitar essa proposta; também entendo e aceito que deverei arcar com todos os custos associados à preparação e apresentação, e que o PNUD em nenhum caso será responsável por esses custos, independentemente do efeito do processo de seleção;

l) Se você é um ex-funcionário das Nações Unidas que se tem separado recentemente da Organização, por favor, adicione esta seção a sua carta: Confirmando que tenho cumprido com a interrupção de serviço mínima de três (3) meses exigida para poder ser elegível para um Contrato Individual.

m) Também compreendo perfeitamente que, se incorporado como Contratante Individual, eu não tenho nenhuma expectativa nem direitos no absoluto de ser reintegrado ou reempregado como um oficial das Nações Unidas.

Nome completo e Assinatura:

Data:

Anexos [favor marcar todos que apliquem]:

- ☐ CV ou Formulário P11 assinado
- ☐ Resumo dos custos que refletem o Valor Total por produto de acordo com o formulário correspondente.

RESUMO DOS CUSTOS QUE REFLETE A PROPOSTA FINANCEIRA POR PRODUTO

A. Resumo dos custos por Produto *:

Produto <i>[enumere-os em conformidade com os Termos de Referencia]</i>	Porcentagem do Valor Total (Peso para o pagamento)	Valor
Produto 1		
Produto 2		
Produto 3		
Produto 4		
....		
Total	100%	USD

**Bases para os pagamentos*

Anexo 3

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 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 below¹. 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 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.

¹ 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.

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 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.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

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

expense of UNDP. Such travel shall be at economy car e when by air. UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Individual Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized. In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

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

7. SUBCONTRACTORS

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

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

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

9. INDEMNIFICATION

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement

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

10. INSURANCE

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

11. ENCUMBRANCES AND LIENS

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Individual Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Individual Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Individual Contract. If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days. *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war

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

13. TERMINATION

Either party may terminate the Individual Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Individual Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Individual Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Individual Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments. liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Individual Contract. In the event of any termination of the Individual Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Individual Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Individual Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Individual Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Individual Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest. In the event of any termination of the Individual Contract, UNDP shall only be liable to pay the Individual contractor compensation on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract

by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

14. NON-EXCLUSIVITY

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

15. TAXATION

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

16. AUDIT AND INVESTIGATION

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Individual Contract. The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Individual Contract or the award thereof, the obligations performed under the Individual Contract, and the operations of the Individual contractor generally relating to performance of the Individual Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Individual Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

17. SETTLEMENT OF DISPUTES

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

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

18. LIMITATION ON ACTIONS:

Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three years after the cause of action has accrued. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Individual Contract, the cause of action accrues when such time of future performance actually begins.

19. PRIVILEGES AND IMMUNITIES

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