



Al servicio
de las personas
y las naciones

**AVISO DE ADQUISICIÓN PARA CONTRATACIÓN INDIVIDUAL
REF. 6659 PAN 2016**

Fecha: 15 de julio de 2016.

<u>Lugar de la Consultoría:</u>	Panamá, República de Panamá
<u>Proyecto:</u>	84460 – Apoyo a la Implementación Evaluación y Seguimiento del Programa de País 2012-2015
<u>Descripción del Servicio:</u>	Consultor para el análisis y apoyo para la elaboración de un proyecto de Ley de Cultura
<u>Duración de la Consultoría:</u>	Dos (2) meses.

La propuesta deberá remitirse en idioma español, haciendo referencia al proceso **6659 PAN 2016 – Consultor para el análisis y apoyo para la elaboración de un proyecto de Ley de Cultura** y debe hacerse llegar **al correo electrónico abajo descrito** a más tardar el día **lunes 25 de julio de 2016 hasta las 23:59 p.m. (GMT -5), hora de la República de Panamá**. No se recibirán las propuestas que se presenten posteriormente a la fecha y hora indicada.

ASUNTO: 6659 PAN 2016

Consultor para el análisis y apoyo para la elaboración de un proyecto de Ley de Cultura

Link: http://procurement-notice.undp.org/view_notice.cfm?notice_id=31337

Dirección de correo electrónico: adquisiciones.rclac@undp.org

Cualquier solicitud de aclaración deberá enviarse a más tardar hasta el día el **viernes 22 de julio de 2016**, hasta las 23:59 p.m. (hora de la República de Panamá). La solicitud de aclaración podrá enviarse por escrito a la dirección de correo electrónico arriba indicada y se responderá por vía electrónica, incluyendo una explicación de la consulta sin identificar la fuente; la misma será enviada a todos los consultores interesados.

Los procedimientos para adquisición de los servicios objeto de este llamado serán los del Programa de las Naciones Unidas para el Desarrollo.

Este proceso está dirigido a personas naturales en carácter individual. Cualquier oferta recibida de una persona jurídica o de dos (2) o más personas naturales conjuntamente, será rechazada. De igual forma serán rechazadas todas aquellas ofertas de consultores que hayan participado en la elaboración de los Términos de Referencia.

1. ANTECEDENTES, OBJETIVOS, ALCANCE DEL TRABAJO, REQUERIMIENTOS ACADÉMICOS Y EXPERIENCIA, ACUERDOS INSTITUCIONALES y ALCANCE DE LA PROPUESTA FINANCIERA Y CRONOGRAMA DE PAGOS:

Refiérase al Anexo I – Términos de Referencia

2. DOCUMENTOS QUE DEBEN INCLUIRSE CON LA OFERTA

Los consultores individuales deberán presentar los siguientes documentos debidamente identificados en uno o más archivos PDF (**MÁXIMO 4MB POR CORREO**) debidamente firmados.

1. **Propuesta Financiera** Debe incluir los honorarios especificados en una suma global (lump sum), la cual será establecida en función de las condiciones de pago alrededor de los productos esperados.
2. **Carta de Interés:** La misma deberá estar debidamente presentada para la [Confirmación de interés y disponibilidad](#) utilizando el modelo proporcionado por el PNUD en el enlace **debidamente firmada (Anexo 2)** y conteniendo una **Breve descripción** de por qué el individuo considera que él / ella es el/la más adecuada para el trabajo.
3. [Formato P11](#) debidamente completado y firmado (**Favor utilizar el formato del enlace**), indicando toda la experiencia pasada de proyectos similares.
4. **Referencias**, Datos de contacto (correo electrónico y número de teléfono) del candidato y por lo menos **tres (3) referencias profesionales**. En caso de que las referencias no contesten a la solicitud efectuada por el PNUD para brindar referencias escritas, se solicitará al consultor que provea otros en su defecto. Asegurarse que los correos electrónicos de sus contactos se encuentren habilitados y disponibles para recibir la solicitud de referencias.
5. **Beneficiario:** Declaración de nombre, cédula, dirección y teléfono de un beneficiario en caso de muerte. Esta información es mandatorio en el evento de que el consultor resultara adjudicado. Incluir copia de la cédula o pasaporte del beneficiario.
6. Incluir la información de la dirección **Skype**.
7. **Hoja de Vida (opcional).**

3. PROPUESTA FINANCIERA

Debe incluir los honorarios especificados en una suma global (lump sum), la cual será establecida en función de las condiciones de pago alrededor de los productos esperados. Favor utilizar el formulario proporcionado por el PNUD del enlace.

Viajes:

Todos los gastos de viajes deben ser incluidos en su propuesta financiera. Esto incluye todos los viajes para incorporarse a la oficina/o viajes durante la consultoría en caso de que apliquen. En general, PNUD no aceptará los costos que excedan las tarifas en clase económica. En el caso de que un Contratista Individual desee viajar en una clase más alta él/ella puede hacerlo utilizando sus propios recursos.

En el caso de que surja un viaje imprevisto como parte de la consultoría, el pago de los gastos de viaje, alimentación y gastos terminales deben ser acordados con anticipación, entre el área y el Contratista Individual, y serán reembolsados utilizando los formularios correspondientes (F-10) según las normas PNUD.

4. EVALUACION

Se utilizará el método de puntuación combinada - en donde las calificaciones y la metodología se ponderarán con un máximo de 70%, combinándose con la oferta financiera, la que se ponderará con un máximo de 30%;

En el evento que el nombre del consultor se encuentre incluido en la lista de proveedores suspendidos ó removidos del PNUD, la propuesta será rechazada.

* Valor de los Criterios Técnicos; 70%

* Valor de la Oferta Financiera; 30%

4.1. EVALUACION TÉCNICA:

Sólo los oferentes que alcancen el máximo de 70% del total de puntos indicado para la evaluación técnica se considerarán habilitados técnicamente y pasarán a la evaluación económica.

Los criterios de evaluación técnica están indicados en el **Anexo 4**.

4.2 EVALUACION FINANCIERA:

En una segunda etapa, se evaluará las ofertas financieras de los consultores técnicamente habilitados utilizando la formula indicada en el **Anexo 4**.

El Comité evaluador recomendará la adjudicación de la oferta que alcance el mayor puntaje combinado.

Este proceso está dirigido a consultores expertos en su carácter individual. Se rechazarán ofertas de empresas o de dos o más consultores ofertando conjuntamente, así como de aquellos cuyas referencias sean negativas.

Este proceso está dirigido a consultores expertos en su carácter individual. Se rechazarán ofertas de empresas o de dos o más consultores ofertando conjuntamente, así como de aquellos cuyas referencias sean negativas.

5. ADJUDICACIÓN:

La Unidad de Adquisiciones del PNUD se reserva el derecho de aceptar o rechazar cualquier propuesta y de anular el proceso así como de rechazar todas las propuestas en cualquier momento con anterioridad a la adjudicación del contrato, sin incurrir por ello en ninguna responsabilidad con relación al Oferente que se viera así afectado y sin tener la obligación de informar al Oferente u Oferentes afectados de los motivos de dicha acción.

ANEXOS

ANEXO 1 - TÉRMINOS DE REFERENCIA

ANEXO 2 - CARTA OFERENTE AL PNUD CONFIRMANDO INTERES Y DISPONIBILIDAD

ANEXO 3 - MODELO DE CONTRATO INDIVIDUAL Y CONDICIONES GENERALES

ANEXO 4 - FORMATO DE EVALUACION.

Programa de las Naciones Unidas para el Desarrollo
Términos de Referencia



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de las personas
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I. Generalidades	
Título de la Consultoría:	Análisis y apoyo para la elaboración de un proyecto de Ley de Cultura
Proyecto:	Apoyo al Programa de País 84460
Tipo de Contrato:	Consultor Individual
Lugar de la Consultoría:	Panamá , República de Panamá
Duración:	Dos (2) meses
II. Antecedentes del Proyecto	
El capítulo Cuarto, del Título III, de la Constitución Política de la República (G.O 15-11-2004), denominado “CULTURA NACIONAL”, consta de un total de once artículos (80º al 90º). En ellos se desglosan diversos aspectos de política cultural del Estado Panameño. El 6 de junio de 1974, se publica la Ley por la que se crea el Instituto Nacional de Cultura. El 24 de abril del 2012, como producto de un Tercer Debate, la Asamblea Nacional aprobó el Proyecto de Ley 416 “General de Cultura”; el cual consta de 110 artículos, divididos en veintiséis capítulos. El 4 de junio del 2012, mediante Nota 330-2012-AL, el titular del Ejecutivo analiza el contenido del Proyecto y concluye que el mismo es inexequible e inconveniente, por lo que comunica a la Asamblea Legislativa que ha decidido vetarlo. A finales del 2015, la Junta Directiva del Instituto Nacional de Cultura mandata la creación de un Grupo de Trabajo para la revisión del proyecto vetado y –en su caso- la elaboración de un instrumento jurídico que permita al INAC hacer más pertinente y operativa la ejecución de la política cultural Nacional de Panamá. El 18 de enero del 2016, presidente Juan Carlos Varela designó a la Ingeniera Janelle Davidson, como Directora General del Instituto Nacional de Cultura (INAC), quien ha solicitado apoyo al PNUD y a la SEGIB para darle cumplimiento al referido mandato de la Junta Directiva, y fortalecer el reconocimiento del derecho humano a la cultura y los derechos culturales, como una estrategia gubernamental de primer nivel, en la consecución del desarrollo sostenible y en beneficio de la población de Panamá.	
III. Justificación	
La Asamblea Legislativa de Panamá inicia un nuevo período de sesiones el 1 de julio del 2016. A efecto de poder contar con una iniciativa de Ley de Cultura que pueda ser presentada a la consideración de dicho órgano legislativo, se requiere que el proyecto sea previamente sometido a la consideración de la Dirección General del INAC y de su Junta Directiva. De lo anterior, se deriva la necesidad de contar con un consultor altamente capacitado y con amplia experiencia, que pueda llevar a cabo esa tarea, en el muy corto tiempo disponible.	

IV. Objetivo
El objetivo de la presente consultoría es la elaboración de un proyecto de iniciativa de Ley de Cultura que, con base en el Proyecto de Ley 416 “General de Cultura”, le permita contar a las autoridades del INAC con un primer documento a ser evaluado por la Junta Directiva, con miras a su presentación ante la Asamblea Legislativa, en el próximo período de sesiones.
V. Responsabilidades y Tareas
1. Revisión y análisis del Proyecto de Ley 416 “General de Cultura”, a efecto de proponer adiciones o modificaciones, de tal manera que se eliminan aquellas disposiciones que motivaron que dicho proyecto fuere vetado por el entonces titular del Ejecutivo; y que, a la vez, actualice sus contenidos de tal manera que se correspondan con las disposiciones Constitucionales en materia de cultura, garanticen y fomenten el derecho humano a la cultura y los derechos culturales, y sean consistentes con las Convenciones UNESCO, la Carta Cultural Iberoamericana y la Agenda. 2. Emitir opiniones técnicas sobre la temática. 3. Participar de sesiones de trabajo con el INAC y con actores clave. 4. Facilitar y/o llevar a cabo reuniones de trabajo. 5. Preparar, participar y co-facilitar sesiones de trabajo, sensibilización y/ retroalimentación (4 a 6 sesiones de al menos 2 horas cada una) sobre derecho humano a la cultura y los derechos culturales, así como el análisis realizado al Proyecto de Ley de la Cultura, incluyendo en estas sesiones presentaciones magistrales del consultor sobre la temática relevante.
VI. Productos Esperados
Producto 1: Informe de análisis del Proyecto de Ley 416 “General de Cultura” de 2012 Producto 2: Informe de preparación y resultados de las sesiones de trabajo, sensibilización y/ retroalimentación llevadas a cabo.
VII. Duración y Localización
La consultoría se llevará a cabo a partir del momento de la firma del contrato y será desarrollada en la Ciudad de Panamá, República de Panamá. El PNUD no cubrirá gastos de traslados (dentro y fuera de Panamá), hospedaje o viáticos al consultor que no se encuentren en la ciudad de Panama.

VIII. Forma de Pago
Los pagos se realizarán de la siguiente manera: • Primer pago correspondiente al 50% del monto total contratado, a la entrega total del PRODUCTO 1, recibido a conformidad y aceptación por el Programa de las Naciones Unidas para el Desarrollo • Segundo y último pago correspondiente al 50% del monto total contratado, a la entrega total del PRODUCTO 2, recibido a conformidad y aceptación por el Programa de las Naciones Unidas para el Desarrollo.
IX. Supervisión del Contrato
La presente consultoría estará bajo la supervisión del Representante Residente del PNUD o quien este le delegue la supervisión.
X. Requisitos Mínimos de Experiencia y Calificaciones
Experiencia Académica • Título Universitario en ciencias políticas, sociología, derecho, ciencias sociales o áreas relevantes de temáticas vinculadas al área de conocimiento. Experiencia General • Experiencia comprobada en compilar y validar información relevante en la temática de cultura • Experiencia en la gestión de iniciativas de sector público, privado y sociedad civil. • Experiencia en la redacción de informes técnicos y elaboración de propuestas legales. Experiencia Específica • Al menos 10 años de experiencia en las temáticas de derechos humanos a la cultura y los derechos culturales o temáticas relacionadas. • Experiencia en el área temática de cultura y política en Panamá • Experiencia en organización de talleres y/o grupos de discusión • Experiencia en la exposición de información compleja. Lenguaje requerido: • Idioma Español

ANEXO 2

CARTA DEL OFERENTE AL PNUD CONFIRMANDO INTERÉS Y DISPONIBILIDAD PARA LA ASIGNACIÓN DE CONTRATISTA INDIVIDUAL (CI)

Fecha _____

Señores
Programa de las Naciones Unidas para el Desarrollo
Centro Regional para América Latina y el Caribe

Estimados Señores:

Por la presente declaro que:

- a) He leído, entendido y acepto los términos de referencia que describen las funciones y responsabilidades de **6659 PAN 2016 - Consultor para el análisis y apoyo para la elaboración de un proyecto de Ley de Cultura.**
- b) También he leído, entendido y acepto las Condiciones Generales del PNUD para la contratación de servicios de contratistas individuales;
- c) Por la presente propongo mis servicios y confirmo mi interés en realizar la asignación a través de la presentación de mi CV o Formulario de Antecedentes Personales (P11), que he firmado debidamente y que adjunto como Anexo 1
- d) Propongo realizar los servicios basado en la siguiente tarifa:
 - ☐ Una suma global fija de **[indique el monto en palabras y números, indicando la moneda. FAVOR NOTAR QUE EL MONTO GLOBAL DEBE COINCIDIR CON EL DESGLOSE DE COSTOS SOLICITADO MÁS ABAJO EN ESTE FORMULARIO]**, pagadera en la forma descrita en los Términos de Referencia.
- e) Para efectos de la evaluación, se adjunta como Anexo 2 el desglose del monto de la suma global fija mencionada anteriormente;

- f) Reconozco que el pago de las cantidades antes mencionadas se realizará con base a la entrega de mis productos dentro del plazo especificado en los Términos de Referencia, los cuales estarán sujetos a la revisión del PNUD, la aceptación de los mismos, así como de conformidad con los procedimientos para la certificación de los pagos;
- g) Esta oferta será válida por un período total de ____ (mínimo 90 días) después de la fecha límite de presentación;
- h) Confirmo que no tengo parentesco en primer grado (madre, padre, hijo, hija, cónyuge/ pareja, hermano o hermana) con nadie actualmente contratado o empleado por alguna oficina o agencia de la ONU *[revele el nombre del familiar, la Oficina de Naciones Unidas que contrata o emplea al pariente, así como el parentesco, si tal relación existiese];*
- i) Si fuese seleccionado para la asignación, procederé a; *[por favor marque la casilla apropiada]:*

- ☐ Firmar un Contrato Individual con PNUD;
- ☐ Solicitar a mi empleador *[indicar nombre de la compañía/organización/institución]* que firme con el PNUD, por mí y en nombre mío, un Acuerdo de Préstamo Reembolsable (RLA por sus siglas en inglés). La persona de contacto y los detalles de mi empleador para este propósito son los siguientes:

Confirmo que *[marcar todas las que apliquen]:*

- ☐ Al momento de esta aplicación, no tengo ningún Contrato Individual vigente, o cualquier otra forma de compromiso con cualquier Unidad de Negocio del PNUD;
- ☐ Actualmente estoy comprometido con el PNUD y/u otras entidades por el siguiente trabajo:

Asignación	Tipo de Contrato	Unidad de Negocio del PNUD / Nombre de Institución / Compañía	Duración del Contrato	Monto del Contrato

- ☐ De igual manera, estoy esperando resultado de la convocatoria del/los siguiente(s) trabajo(s) para PNUD y/u otras entidades para las cuales he presentado una propuesta:

Asignación	Tipo de Contrato	Nombre de Institución / Compañía	Duración del Contrato	Monto del Contrato

- j) Comprendo perfectamente y reconozco que el PNUD no está obligado a aceptar esta propuesta; también comprendo y acepto que deberé asumir todos los costos asociados con su preparación y presentación, y que el PNUD en ningún caso será responsable por dichos costos, independientemente del efecto del proceso de selección.
- k) **Si usted es un ex-funcionario de las Naciones Unidas que se ha separado recientemente de la Organización, por favor agregue esta sección a su carta:** Confirmando que he cumplido con la interrupción mínima de servicio requerida antes que pueda ser elegible para un Contrato Individual de tres (3) meses.
- l) Asimismo, comprendo perfectamente que, de ser incorporado como Contratista Individual, no tengo ninguna expectativa ni derechos en lo absoluto a ser reinstalado o recontratado como un funcionario de las Naciones Unidas.

Nombre completo y Firma:

Fecha:

Anexos [favor marcar todos los que apliquen]:

- ☐ Formulario P11 **firmado**
- ☐ Desglose de los costos que respaldan el desglose de los costos por producto de acuerdo al formulario correspondiente.
- ☐ Breve Descripción del Enfoque de Trabajo (De ser requerido en los Términos de Referencia)

Nota Importante: Favor enviar este documento debidamente **firmado**.

**DESGLOSE DE LOS COSTOS
QUE RESPALDAN LA PROPUESTA FINANCIERA TODO- INCLUIDO**

A. Desglose de costos por Componentes:

Componentes	Costo por Unidad	Cantidad	Precio Total para la duración del Contrato
Costos de Personal			
Honorarios Profesionales			
Seguros de Vida			
Seguros Médicos			
Comunicaciones			
Transporte Terrestre			
Otros (favor especificar)			
Gastos de Viaje para incorporarse al lugar de destino			
Tarifas de boletos aéreos, ida y vuelta, desde y hacia los lugares de destino			
Gastos de estadía			
Seguro de Viaje			
Gastos Terminales			
Otros (favor especificar)			
Viajes Oficiales			
Tarifas de boletos aéreos, ida y vuelta			
Gastos de estadía			
Seguros de Viaje			
Gastos terminales			
Otros (favor especificar)			

B. Desglose de costos por Entregables:

Productos	Porcentaje	Monto
1	50%	USD.
2	50%	USD.
TOTAL	100%	USD

**Bases para los tramos de pago*

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

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.

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.

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

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

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

7. SUBCONTRACTORS

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Individual Contract, the Individual contractor shall obtain the prior written

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

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

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

9. INDEMNIFICATION

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

10. INSURANCE

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

11. ENCUMBRANCES AND LIENS

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Individual Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Individual Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Individual Contract. If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days. *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Individual Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Individual Contract.

13. TERMINATION

Either party may terminate the Individual Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Individual Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Individual Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Individual Contract, and the

Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments. liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Individual Contract. In the event of any termination of the Individual Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Individual Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Individual Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Individual Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Individual Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest. In the event of any termination of the Individual Contract, UNDP shall only be liable to pay the Individual contractor compensation on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

14. NON-EXCLUSIVITY

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

15. TAXATION

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

16. AUDIT AND INVESTIGATION

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

17. SETTLEMENT OF DISPUTES

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

18. LIMITATION ON ACTIONS:

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

19. PRIVILEGES AND IMMUNITIES

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

ANEXO 4

FORMULARIOS DE EVALUACIÓN

Los consultores serán evaluados en sus aspectos técnicos y propuesta financiera utilizando las siguientes matrices:

CRITERIOS DE EVALUACION

	PROPUESTA TECNICA	PUNTAJE MÁXIMO	%								
CRITERIOS TÉCNICOS	REVISIÓN PRELIMINAR: Verificación de los documentos requeridos: Oferta Económica Firmada, Revisión de consultores Lista de Consultores Inelegibles, Carta de Interés firmada, Formulario P11, y breve descripción del por qué el individuo considera que él / ella es el/la más adecuado para desarrollar la presente consultoría.	CUMPLE/NO CUMPLE	70%								
	A. Educación	15									
	Título Universitario en ciencias políticas, sociología, derecho, ciencias sociales o áreas relevantes de temáticas vinculadas al área de conocimiento.	15									
	B. Experiencia General	25									
	- Experiencia comprobada en compilar y validar información relevante en la temática de cultura 10 puntos - Experiencia en la gestión de iniciativas de sector público, privado y sociedad civil. 10 puntos - Experiencia en la redacción de informes técnicos y elaboración de propuestas legales. 5 puntos	25									
	C. Experiencia Específica	30									
	Al menos 10 años de experiencia en las temáticas de derechos humanos a la cultura y los derechos culturales o temáticas relacionadas. <table><tr><td>Años de Experiencia</td><td>Puntaje</td></tr><tr><td>10 años</td><td>15</td></tr><tr><td>6 a 9 años</td><td>10</td></tr><tr><td>Menos de 5 años</td><td>5</td></tr></table>	Años de Experiencia		Puntaje	10 años	15	6 a 9 años	10	Menos de 5 años	5	15
	Años de Experiencia	Puntaje									
10 años	15										
6 a 9 años	10										
Menos de 5 años	5										
- Experiencia en el área temática de cultura y política en Panamá 5 puntos - Experiencia en organización de talleres y/o grupos de discusión. 5 puntos - Experiencia en la exposición de información compleja. 5 puntos	15										
	PUNTAJE MAXIMO EVALUACIÓN TÉCNICA TOTAL (70*70%)	49									
PROPUESTA FINANCIERA			30%								

EVALUACION DE LA PROPUESTA ECONOMICA

El máximo número de puntos se otorgará a la oferta más baja. Todas las otras propuestas recibirán puntos en proporción inversa, según la siguiente fórmula:

$$p = y (\mu/z)$$

Donde:

p = puntos de la propuesta económica evaluada

y = cantidad máxima de puntos otorgados a la oferta financiera

μ = Monto de la oferta más baja

z = Monto de la oferta evaluada