# UNITED NATIONS DEVELOPMENT PROGRAMME



Empowered lives. Resilient nations.

# Contract for the services of an Individual Contractor

# No: PSU-"Enter Contract Number"

This Contract is entered into on: "*Enter Date of Signing*" between the United Nations Development Programme (hereinafter referred to as "UNDP") and "*Name of Contractor*" (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 <u>Terms of References</u> which form an integral part of this Contract and are attached hereto as <u>Annex I</u> in the following Duty Station(s): "*City, Country*"

#### 2. Duration

The services under this Individual Contract shall commence on "*Start Date of Contract*" and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than "*End date of Contract*" unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the <u>General Conditions of Contract for Individual contractors</u> which are available on UNDP website at www.undp.org/procurement and are attached hereto as <u>Annex II.</u>

#### 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 an all-inclusive daily fee of *"enter daily fee"* in accordance with the table set forth below<sup>1</sup> and up to a maximum of *"No.of days"* working days. *"Any other costs"* Payments shall be made on a monthly basis upon submission of a Certificate of payment/time-sheet at the beginning of each calendar month for services provided for the previous calendar month duly certified by Supervisor in accordance with the TOR enclosed"

DELIVERABLES	DUE DATE	Total AMOUNT IN EUR not to exceed
As per enclosed TOR	Monthly, based on approved	"Total Amount" and payable against actual number of days
	Certificate of Payment	worked – not to exceed "Max No. of days" days

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).

<sup>&</sup>lt;sup>1</sup> For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.

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 affect 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 \_\_\_\_\_\_ (relationship \_\_\_\_\_\_) 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 the 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".

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

AUTHORIZING OFFICER: United Nations Development Programme INDIVIDUAL CONTRACTOR:

Signature \_\_\_\_\_ For UNDP: Name Designation Date: Signature \_\_\_\_\_\_ "Contract Name"

Date: