



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: September 16th, 2021

Country: Jamaica

Description of the assignment: Communications Consultant

Project name: Spotlight Initiative

Period of assignment/services (if applicable): 4 months

Proposals should be submitted by email to procurement.jamaica@undp.org no later than **October 1st, 2021 at 15:00 hours (Jamaica time, UTC/GMT -5)**, using the following subject line: **IC 153248-2021 Communications Consultant**. Offers received after the aforementioned date and time will not be considered.

Any request for clarification must be by standard electronic communication to the e-mail indicated above no later than **September 26th, 2021 at 15:00 hours (Jamaica time, UTC/GMT -5)**. The Procurement Unit of UNDP's Jamaica Country Office will respond by standard electronic mail and will send copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

This process is directed only to one individual. Any proposal received jointly by more than one individual, or a company, will be rejected. Likewise, all proposals from consultants involved in the elaboration of the present Terms of Reference will be rejected.

1. BACKGROUND, SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK, REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

For detailed information, please refer to Annex 1

2. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Interested individual consultants must submit the following documents/information in PDF format duly signed to demonstrate their qualifications:
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2.1 Cover Letter explaining why you are the most suitable candidate for the advertised assignment.

2.2 Completed P11 form (Personal History Form) (available on UNDP website) and/or CV including past experiences in similar projects and contact details of at least three (3) professional references (e-mail and phone number).

2.3 Technical Proposal – shall include (a) detailed proposed strategy/methodology, work plan meline; risks/limitations; and (b) detailed profile of the expertise of the consultant, especially as it relates to scope of work.

2.4 Financial Proposal (using template provided in **Annex 2**) – specifying a total lump sum amount for the tasks specified in this announcement. The financial proposal shall include a breakdown of this lump sum amount for the specified tasks (e.g., costs related to data collection, capacity building events, public information session/launch, travel, and any other costs, including the number of anticipated workdays). Overall, the financial proposal shall include costs to deliver the work planned.

2.5 Completed Statement of Health (Annex 3)

2.6 Completed designation of the beneficiary for IC Contract (Annex 4)

3. FINANCIAL PROPOSAL

The financial proposal **shall specify a total lump sum amount**, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e., whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e., upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

Travel;

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

4. EVALUATION

For detailed information, please refer to Annex 1.

ANNEX

ANNEX 1 - TERMS OF REFERENCES (TOR) & EVALUATION CRITERIA;

ANNEX 2 - OFFEROR'S LETTER TO UNDP;

- ANNEX 3 - STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS;**
- ANNEX 4 - DESIGNATION OF BENEFICIARY FOR IC CONTRACT;**
- ANNEX 5 - MODEL OF INDIVIDUAL CONSULTANT CONTRACT & GENERAL CONDITIONS
OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS.**

Terms of reference



GENERAL INFORMATION

Title: Communications Consultant

Type of Consultancy: Individual Consultancy

Project Name: Spotlight Initiative

Reports to: Spotlight Programme Coordinator

*Duty Station: **Jamaica***

Expected Places of Travel (if applicable): Not Applicable

Duration of Assignment: 4 Months

REQUIRED DOCUMENTATION FROM CONTRACTOR

X	Letter of presentation highlighting main qualifications and experience relevant to this TOR
X	Detailed CV or P11 form
X	Technical Proposal
X	Completed financial proposal

I. BACKGROUND

The European Union and the United Nations have launched the Spotlight Initiative, a multi-year programme aimed at addressing all forms of violence against women and girls (VAWG), and harmful practices. It will follow a transformative and evidence-based approach, addressing unequal power relations between men and women and focusing on gender equality and women's empowerment, as well as ending impunity for VAWG. In line with the principles of the 2030 Agenda for Sustainable Development, the Initiative will follow a human rights-based approach and take into consideration the specific needs of women and girls who experience multiple and intersecting forms of discrimination and uphold the principle of "leaving no one behind."

The Spotlight Initiative aims to support transformative change on the ground to end violence against women and girls, in numerous countries globally, including Jamaica. The initiative comes with the highest level of commitment globally and will be governed by the UN Deputy Secretary General and the Vice President of the EU Commission.

This post is in line with the spirit of the new generation of Resident Coordinator offices, with the new skillset and competencies required to deliver on the 2030 Agenda, as well as the EU/UN Spotlight Initiative.

Under the direct supervision of the Spotlight Programme Coordinator and guidance of the Programme Communications and Advocacy Officer, the Communications Consultant, will support and guide the development and implementation of the Spotlight communications and visibility strategies, as well as communication for development (C4D) and social and behavior change communication (SBCC) activities. The Communications Consultant will work closely with UN agencies through coordination with the UN Communications Group's (UNCG), Spotlight Communications Task Force, the Spotlight Coordination Team.

This includes coordinating existing communications capacities, events and resources, Spotlight-specific communication capacities, events and resources, training, gathering data and feedback, developing tools and guidelines, supervising external consultants, report design and sharing of reporting products.

The Spotlight Initiative will be implementing several high-level advocacy and communications initiatives. In pursuance of this assignment, the consultant is expected to achieve the following results:

- Improved visibility of the results of Spotlight Initiative
- Increased dialogue/participation with stakeholders on VAWG and GBV issues, including the use of new and traditional media platforms

II. SCOPE OF WORK, ACTIVITIES, AND DELIVERABLES

- Lead the conceptualization, development and production of a multi-stakeholder-driven national campaign on gender-based violence reflecting social and behaviour-change communications (BCC) strategies and to include use of channels in social media, new and traditional media and strategies including advertorials, billboards, print and electronic graphics, radio and other COVID-appropriate media and community engagements.
- Produce a campaign document coherent with Spotlight guidelines and reflecting BCC and awareness-building strategies developed through consultation with the Spotlight Team, the EU and appropriate UN and civil society thematic groups, Including content mapping and dissemination plan
- Establish a routine monitoring approach for the national campaign and produce reports within agreed timelines including a final report.
- Produce a campaign implementation plan, including a COVID-sensitive dissemination plan developed through consultation with SCT, European Union and appropriate UN and civil society thematic groups and reflecting key Spotlight indicators.
- Produce budget of financial costs based on figures derived through market estimates

- Working alongside the Spotlight Communications Assistant and Resident Coordinator's Office support the identification, writing and archiving of success stories and programme achievements and manage knowledge sharing among recipient UN agencies and stakeholders including through newsletters and other similar channels – particularly impact-reactions rising from the campaign
- Working alongside the Spotlight Communications Assistant and Resident Coordinator's Office support the writing and/or disseminate press releases, policy briefs, pamphlets, talking points, speeches, editorials, branded materials, and other written communications materials.

Expected Outputs and Deliverables:

Deliverables/Outputs	Due Date from Consultant	Payment Percentage	Review and Approvals Required
Inception Workplan to include implementation methodology and approach.	1 Wk after Contract Signing	-	Spotlight Coordinating Team and Programme Communications and Advocacy Officer
National campaign concept note including budgeted and implementation workplan. Budget to include all services and products associated to campaign.	2 Wks after Contract Signing	10%	Spotlight Coordinating Team and Programme Communications and Advocacy Officer
Dissemination and product placement proposal.	4 Wks after Contract Signing	10%	Spotlight Coordinating Team and Programme Communications and Advocacy Officer
Monthly dissemination report.	Submit report on 30th of each month for 3 months	70% (Over 3 Months)	Spotlight Coordinating Team and Programme Communications and Advocacy Officer
Final campaign reporting document.	2 Wks before close of Contract	10%	Spotlight Coordinating Team and Programme Communications and Advocacy Officer

III. IMPLEMENTATION ARRANGEMENTS

Institutional Arrangement:

- a) Consultant will report to the Spotlight Programme Coordinator and work under guidance of the Programme Communications and Advocacy Officer.
- b) The consultant will work closely with UN agencies through the UN Communications Group's (UNCG), Spotlight Communications Task Force and the Spotlight Coordination Team.
- c) The consultant will be supported by a communications assistant.

Duration of the Work:

- a) Consultant is expected to be engaged for 70 working days over 4 months period.
- b) The anticipated start date for the consultancy is October 2021.
- c) UNDP and relevant partners will review and provide comments on deliverables within 5-7 business days of receipt of the deliverable.
- d) Payment for deliverables can only be made upon submission and approval of deliverables. Payment usually take 5-7 consecutive working days to be processed

Duty Station:

- a) Jamaica

IV. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS FOR THE EVALUATOR

Education:

- Master's degree (or equivalent) in communications, public relations, journalism or related field; or
- A relevant bachelor's degree (or equivalent) with three additional years of qualifying experience.

Experience:

- At least 3 years (5 years for a bachelor's degree) of progressively responsible professional experience in communications, print, broadcast, and/or media.
- At least 2 years of professional experience working on gender equality and human rights, especially in the area of VAWG and GBV.
- At least 3 years' experience engaging with diverse stakeholders and multiple levels (grassroots/community, national, regional)
- Experience in communications with of one or several of the UN agencies in Jamaica is preferred, while not exclusionary.
- Proficiency in design, photography, videography, social media campaigns, or other similar skills are an asset; and
- Computer literate, with proficiency with office software packages, experience in handling of web-based management and knowledge management systems.

Languages:

- Fluency in English is required

Competencies and special skills requirement:**Corporate Competencies:**

- Demonstrated awareness and sensitivity to gender issues.
- Demonstrates integrity by modeling the UN's values and ethical standards.
- Advocates and promotes the vision, mission, and strategic goals of UN.
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability; and
- Treats all people fairly without favoritism.

Technical Competencies:

- Design and management of communication and visibility processes, including with multiple stakeholders.
- Design and management of communication for development and/or social and behavioral change communication strategies and messages, with some demonstrated awareness for human rights and gender sensitivities/ mainstreaming.

Functional Competencies:

- In-depth knowledge of gender equality, gender-based violence, and women's and children's rights issues.
- Ability to contribute to the development and implementation of efficient and effective communications, visibility, and C4D/SBCC strategies and programming, including with multiple stakeholders.
- Ability to build and sustain effective partnerships with UN Agencies and main constituents, advocate effectively, and communicate sensitively across different constituencies.
- Demonstrated excellent written and oral communication and advocacy skills.
- Ability to design and maintain a robust digital and social media presence.
- Ability to conceptualize issues and analyze data.
- Demonstrated strong IT skills.
- Ability to work in a multicultural environment and in a team.
- Strong interpersonal skills.
- Focuses on impact and result for the client.
- Demonstrates creativity and creative problem solving.
- Schedule activities to ensure optimum use of time and resources; monitors performance against development and other objectives and corrects deviations from the course.
- Consistently approaches work with energy and a positive, constructive attitude.
- Remains calm, in control and good humored even under pressure.
- Demonstrates openness to change and ability to manage complexities; and

- Responds positively to critical feedback and differing points of view.

V. METHOD AND CRITERIA FOR THE SELECTION OF THE EVALUATOR

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis

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

a) responsive/compliant/acceptable, and

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

* Technical Criteria weight; 70%

* Financial Criteria weight; 30%

Only candidates obtaining a minimum of 50 points during the technical evaluation would be considered for the Financial Evaluation Criteria	Weight	Maximum Point
<u>Technical</u>	70	70
<ul style="list-style-type: none"> At least a master's degree in communications, public relations, journalism or related field; or A relevant Bachelor's degree (or equivalent) with two additional years of qualifying experience. 	Pass/Fail	Candidates will be given a 'Pass' mark provided they have met the requirement as it pertains to the relevant educational qualifications in addition to the relevant years of experience.
<ul style="list-style-type: none"> At least 3 years (5 years for a bachelor's degree) of progressively responsible professional experience in communications, print, broadcast, and/or media. 	15	10 points will be allocated at least 3 years (5 years for a bachelor's degree) accumulated experience in communication. One point will be given for each additional year up to a maximum of 15 points.

<ul style="list-style-type: none"> At least 3 years accumulated experience in design, photography, videography, social media, communication campaigns, or othersimilar skills. 	15	10 points will be allocated for at least 3 years in design, photography, videography, social media, communication campaigns implementation. One point will be given for each additional year up to a maximum of 15points.
<ul style="list-style-type: none"> Sample work submitted by consultant. Please note the sample work should be communication campaigns completed bythe consultant. 	5	5 points will be allocated for the submissionof sample work in the form of communication campaigns (in which the consultant was team lead/sole evaluator).
<ul style="list-style-type: none"> At least 3 years' experience engaging with diverse stakeholders and multiple levels (grassroots/community, national, regional) 	5	5 points will be allocated for experience engaging with diverse stakeholders and multiple levels (grassroots/community, national, regional).
<ul style="list-style-type: none"> At least 2 years of professional experience working on gender equality and human rights (especially in the area of VAWG and GBV). 	5	5 points will be allocated for experience working on gender equality and human rights.
<p>Assessment of Technical Proposal</p> <p>Technical Proposal should detail the consultant'sapproach to work based on the TOR, also identifying any risks undertaking the consultancy. Points will be awarded based on:</p> <ul style="list-style-type: none"> Clarity (5 points) Soundness of approach (10 points) Proposed Methodology (10 points) 	25	Candidates will be allotted a maximum of 25points based on the fluidity of their technicalproposal.

FINANCIAL EVALUATION OF PROPOSALS

The maximum number of points assigned to the financial proposal is allocated to the lowest priceproposal

(daily rate offered). All other price proposals receive points in inverse proportion.

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

Application Procedure:

Qualified and interested candidates are requested to submit the following to demonstrate your interest and qualifications by explaining why you are the most suitable for the post:

- **Cover Letter** explaining why you are the most suitable candidate for the advertised position.
- **Completed P11 form** (Personal History Form) (available on UNDP website) **and/or CV** including past experiences in similar projects and contact details of referees.
- **Technical Proposal**-should include (a) detailed proposed strategy/methodology, work plan timeline; risks/limitations; (b) detailed profile of the expertise of the consultant, especially as it relates to scope of work.
- **Financial Proposal (using template provided)**-specifying a total lump sum amount for the tasks specified in this announcement. The financial proposal shall include a breakdown of this lump sum amount for the specified tasks (e.g., costs related to data collection, capacity building events, public information session/launch, travel, and any other costs, including the number of anticipated workdays). Overall, the financial proposal should include costs to deliver the work plan.

Incomplete applications will not be considered. Please make sure you have provided all requested documents. UNDP retains the right to contact references directly. Due to the large number of applications, we receive, we are able to inform only the successful candidates about the outcome or status of the selection process.

UNDP is committed to achieving workforce diversity in terms of gender, nationality, and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest of confidence.

UNDP does not tolerate sexual exploitation and abuse, any kind of harassment, including sexual harassment, and discrimination. All selected candidates will, therefore, undergo rigorous reference and background checks.

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

Date _____

Dear Sir/Madam
United Nations Development Programme
Regional Hub for Latin America and the Caribbean

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of: **IC 153248-2021_Communications Consultant**;
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and **I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3**
- E) I hereby propose to complete the services based on the following payment rate:

A total lump sum of [state amount in words and in numbers, indicating exact currency],
payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- H) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline;
- I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [*disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists*];
- J) If I am selected for this assignment, I shall [*please check the appropriate box*]:

- ☐ Sign an Individual Contract with UNDP;
- ☐ Request my employer [*state name of company/organization/institution*] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

K) I hereby confirm that [*check all that applies*]:

- ☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- ☐ I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- ☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

- L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- M) **If you are a former staff member of the United Nations recently separated, please add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.
- N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.
- O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ If the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: _____

SIGNATURE: _____

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

Annexes *[please check all that applies]:*

- ☐ CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS¹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Deliverables*

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Amount
National campaign concept note including budgeted and implementation workplan. Budget to include all services and products associated to campaign.	10%	
Dissemination and product placement proposal.	10%	
Monthly dissemination report.	70%	
Final campaign reporting document.	10%	
Total	100%	USD

**Basis for payment tranches*

B) Breakdown of Cost by Components:

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel² Expenses to Join duty station			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			

¹ The costs should only cover the requirements identified in the Terms of Reference (TOR)

² Travel expenses are not required if the consultant will be working from home.

Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

**Basis for payment tranches*



*Empowered lives.
Resilient nations.*

STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS

Name of Consultant/Individual Contractor:

Last Name, First Name

Statement of Good Health

In accordance with the provisions of Clause 5 of the [General Terms & Conditions for Individual Contractors](#), I am submitting this statement to certify that I am in good health and take full responsibility for the accuracy of this Statement. I am aware that information pertaining to inoculation requirements in respect of official travel to countries can be referred to at <http://www.who.int/ith>.

I certify that my medical insurance coverage is valid for the period from to (if applicable)

I certify that my medical insurance covers medical evacuations at Duty Station(s): Duty Station(s)
Rating: "B through E". Duty stations with "A" or "H" do not require medical evacuation coverage.

The name of my medical insurance carrier is:

Policy Number:

Telephone Number of Medical Insurance Carrier:

A copy of proof of insurance MUST be attached to this form.

Signature of Consultant/Individual Contractor

Date

This statement is only valid for Consultant/Individual Contractor Contract No.

Signature of Officer Supervising the Contract

Name

Business Unit

ANNEX 4



Empowered lives.
Resilient nations.

DESIGNATION OF BENEFICIARY

FOR IC CONTRACT

By this means, I, _____ citizen _____, with personal identity document No. _____, designate _____ as my beneficiary, in case of injury, disability or death during the service period and contract, to receive all the amounts pending due in accordance with the provisions of the Contract signed with the United Nations Development Program (UNDP).

Full details of the beneficiary:

Full Name:	
ID:	
Address:	
Phone Number:	
Email:	

Note: a copy of the beneficiary's personal identity document must be attached.

Consultant's Signature:	
Date:	



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](#).

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] ----- to be paid in Jamaican currency using the United Nations Rate of Exchange on the day of payment 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.

DELIVERABLES	DUE DATE	AMOUNT IN [CURRENCY]
TOTAL IN [CURRENCY]		

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.

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).

1. 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.

2. 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:	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
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 license 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 fare when by air. UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Individual Contract. The

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

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

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

7. SUBCONTRACTORS

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

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

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

9. INDEMNIFICATION

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

10. INSURANCE

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP

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

11. ENCUMBRANCES AND LIENS

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