



CONSULTANT PROCUREMENT NOTICE

19106-2021: INDIVIDUAL CONTRACT for “Consultant Policy Note -The analysis of the justice sector in corruption cases in Latin America and the Caribbean-”.

Date: November 2nd, 2021.

Description of the Assignment:

To support UNDP in effectively implementing ongoing and exploring new opportunities of engagement in the governance space in LAC, UNDP is seeking to recruit a highly qualified consultant to elaborate the enclosed knowledge products on Transparency and Anticorruption at the Judiciary to assist UNDP considering the changing political context, geopolitics of the region and evolving priorities of development partners and LAC governments.

Latin America and the Caribbean (LAC) countries were and continue to be heavily affected by the COVID-19 pandemic. In terms of health resilience, with less than 9% of the world’s population, the region account for 18% of global cases and 27% of the deaths. In terms of productivity impact, LAC has been the hardest hit region with 34 million jobs lost and the number of unemployed will rise to more than 44 million. In terms of inclusion, extreme poverty is projected to increase from 24% in 2019 to 27.6% in 2021, while the income of the very top has grown by more than 40% during the COVID-19.

This grotesque inequality has a direct impact on the perceptions of justice and human rights and creates ruptures to the social fabric. As such, rule of law is the pre-condition to build consensus for a new and more inclusive social contract.

Satisfaction with the functioning of democracy and support for democracy as a form of government have been declining in Latin America and some Caribbean countries over the years. COVID-19 has exacerbated the risks of intensification of social protests, populist tendencies and democratic backsliding. However, based on the survey by the UNDP LAC hub, the initial phase of COVID-19 responses does not seem to have given rise to widespread support for unfettered government action. Nor has it led people to call for more effective mechanisms to limit individual freedoms. In fact, most citizens seem to favor greater government accountability and stronger human rights protections.

As part of the Regional Hub, the Governance and Peacebuilding team encompasses a programmatic approach to foster regional work on Citizen Security, Conflict Prevention and Democratic Dialogue, and

Participation and Inclusion, through support to countries and adequate quality control of the different projects and initiatives in the region.

In the area of Rule of Law, it has consolidated its support in the region on issues of violence prevention, security, justice, and human rights through the promotion of regional, national and local intervention strategies that focus on increasing the capacities of institutions to achieve efficient, transparent and people-centered responses.

The Judiciary plays a crucial role in sanctioning corruption in the countries of the region and the promotion of transparency. The justice sector is responsible for the investigation, prosecution and punishment of crimes related to this phenomenon. There are a number that are responsible for receiving the complaint, conducting the investigation, and directing the process through to prosecution and punishment.

From the regional space, we connect, strengthen, and enhance the conversation between experiences to share learning, results and promote cooperation between countries and regions. We ensure substantive advice and support to LAC Country Offices on rule of law, access to justice, human rights, integrating Country Offices, Regional Programmes and in coordination with UNDP's Rule of Law global team.

The overall objective of this proposal is to generate evidence-based knowledge through the analysis of the justice sector in corruption cases in Latin America and the Caribbean, with the aim of strengthening the technical capacity of the Regional Center and country offices to assist governments and the judiciary in LAC to reach the benefits of the rule of law, anti-corruption, and transparency.

Period of Assignment /Services duration: 4 months.

Estimated start date: December 2021.

Proposal should be submitted only at the following email:

procurement.rblac.regionalhub@undp.org,

Your proposal should be submitted under subject/reference:

19106-2021: INDIVIDUAL CONTRACT for “Consultant Policy Note -The analysis of the justice sector in corruption cases in Latin America and the Caribbean-”.

NO later than Monday, November 22nd, 2021 at 15:00 (UTC /GMT -5), time of the Republic of Panama.

Any request for clarification must be sent in writing, or by standard electronic communication to the [e-mail indicated above](mailto:procurement.rblac.regionalhub@undp.org) NO later than Wednesday, November 17th, 2021 at 15:00 (UTC /GMT-5), time of the Republic of Panama.

Procurement Unit RSC LAC will respond by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

The procedures for the acquisition of services will be the ones indicated by the United Nations Development Program.

This process is directed only to one individual. Any proposal received by more than two individuals jointly or legal entity will be rejected. Likewise, all the 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 – Terms of Reference.

2. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS

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

2.1 Proposal (in English): Brief description of why you consider yourself as the most suitable for the assignment, and a methodology, if applicable, on how you will approach and complete the assignment.

2.2 Financial Proposal (mandatory): The standard **Letter of Confirmation of Interest and Availability** supported by a **lumpsum amount**, which you must complete, sign, and submit to UNDP. Please refer to **Annex 2**.

The financial proposal shall specify a total lumpsum 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.

2.3 Personal CV or P11 Form: Including experience in similar projects and at least **(3) professional references** (e-mail, phone number).

2.4 Beneficiary: Personal information as name, address, ID, phone number of a beneficiary in case of death during the consultancy. Documents to certify this info will be required in case you were selected for the consultancy. Please refer to **Annex 5**.

Take note: Email size should not exceed 4 MB.

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. 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

Individual consultants will be evaluated based on the following methodology:

Cumulative Analysis

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

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

* Technical Criteria weight; 70%

* Financial Criteria weight; 30%

Only Candidates, who reach 70% of total score in the Technical evaluation, will be considered RESPONSIVE and will continue for the financial evaluation of proposals.

For detailed information, please refer to **Annex 4**.

ANNEXES


ANNEX 1 - TERMS OF REFERENCES (TOR)

ANNEX 2 - OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY

ANNEX 3 - MODEL OF INDIVIDUAL CONTRACT & GENERAL TERMS AND CONDITIONS

ANNEX 4 - EVALUATION CRITERIA

ANNEX 5 – DECLARATION OF BENEFICIARY

UNITED NATIONS DEVELOPMENT PROGRAMME	
	
TERMS OF REFERENCE	
CLUSTER GOVERNANCE AND PEACEBUILDING	
A. GENERAL INFORMATION	
Project:	100685 Global Program Rule of Law
Title:	Consultant Policy Note “The analysis of the justice sector in corruption cases in Latin America and the Caribbean”
Type of Contract:	Individual Contract
Post Level:	International Consultant
Direct Supervisor:	Team Leader, Governance and Peacebuilding
Duty Station:	Home based, with some part of the time in the office and some mission travels
Estimated Start Date:	December 2021 to March 2022
Duration:	4 months (01/12/21-31/03/22)
B. PROJECT DESCRIPTION OR BACKGROUND	
<p>Latin America and the Caribbean (LAC) countries were and continue to be heavily affected by the COVID-19 pandemic. In terms of health resilience, with less than 9% of the world’s population, the region account for 18% of global cases and 27% of the deathsⁱ. In terms of productivity impact, LAC has been the hardest hit region with 34 million jobs lost and the number of unemployed will rise to more than 44 millionⁱⁱ. In terms of inclusion, extreme poverty is projected to increase from 24% in 2019 to 27.6% in 2021, while the income of the very top has grown by more than 40% during the COVID-19.ⁱⁱⁱ This grotesque inequality has a direct impact on the perceptions of justice and human rights and creates ruptures to the social fabric. As such, rule of law is the pre-condition to build consensus for a new and more inclusive social contract. Satisfaction with the functioning of democracy and support for democracy as a form of government have been declining in Latin America and some Caribbean countries over the years. COVID-19 has exacerbated the risks of intensification of social protests, populist tendencies and democratic backsliding. However, based on the survey by the UNDP LAC hub, the initial phase of COVID-19 responses does not seem to have given rise to widespread support for unfettered government action. Nor has it led people to call for more effective mechanisms to limit individual freedoms. In fact, most citizens seem to favour greater government accountability and stronger human rights protections^{iv}.</p> <p>As part of the Regional Hub, the Governance and Peacebuilding team encompasses a programmatic approach to foster regional work on Citizen Security, Conflict Prevention and Democratic Dialogue, and Participation and Inclusion, through support to countries and adequate quality control of the different projects and initiatives in the region.</p> <p>In the area of Rule of Law, it has consolidated its support in the region on issues of violence prevention, security, justice and human rights through the promotion of regional, national and local intervention strategies that focus on increasing the capacities of institutions to achieve efficient, transparent and people-centered responses. The Judiciary plays a crucial role in sanctioning corruption in the countries of the region and the promotion of transparency. The justice sector is responsible for the investigation, prosecution and punishment of crimes related</p>	

to this phenomenon. There are a number that are responsible for receiving the complaint, conducting the investigation, and directing the process through to prosecution and punishment.

From the regional space, we connect, strengthen, and enhance the conversation between experiences to share learning, results and promote cooperation between countries and regions. We ensure substantive advice and support to LAC Country Offices on rule of law, access to justice, human rights, integrating Country Offices, Regional Programmes and in coordination with UNDP's Rule of Law global team.

To support UNDP in effectively implementing ongoing and exploring new opportunities of engagement in the governance space in LAC, UNDP is seeking to recruit a highly qualified consultant to elaborate the following knowledge products on Transparency and Anticorruption at the Judiciary to assist UNDP considering the changing political context, geopolitics of the region and evolving priorities of development partners and LAC governments.

C. PURPOSE

The overall objective of this proposal is to **generate evidence-based knowledge through the analysis of the justice sector in corruption cases in Latin America and the Caribbean, with the aim of strengthening the technical capacity of the Regional Center and country offices to assist governments and the judiciary in LAC to reach the benefits of the rule of law, anti-corruption and transparency.**

D. SCOPE OF WORK

To achieve the stated purpose, the consultant will have to interface, both in person and remotely, with government, private sector, and UN actors through multiple regional platforms to facilitate consensus, garner support to specific proposals, and foster novel coordination mechanisms in key thematic areas of governance, rule of law, anticorruption, and accountability. Actors will range from technical experts to high rank government representatives. The consultant will also have to keep abreast of global, regional, and country specific developments in these thematic areas, as appropriate. The consultant is also expected to draft and provide feedback to policy documents, internal briefings, and official statements, as needed. Activities will be carried out remotely from home based, with occasional missions to Panama and to other countries in the LAC region, to be agreed with the designated supervisor on a case-by-case basis.

Working under the supervision of the Effective Governance (EG) Team Leader and working closely with the relevant Project Manager, the local consultant shall be responsible for the following:

1. Undertaking the necessary research, literature review, contacts with national state and non-state partners and regional institutions to assist UNDP to progress on ongoing transparency, accountability and anti-corruption work and articulate new ideas/opportunities for expansion of the related work in the Pacific.
2. Undertaking research, drafting and analytical support to new proposals and initiatives.
3. Development of knowledge products, analysis, and project reports, with focus on transparency, accountability and anti-corruption topics.
4. Support to organizing of workshops, webinars, knowledge events and other project activities including through outreach and facilitation of contacts with institutional and non-state partners (national, sub-regional and regional).
5. Supporting advocacy/public awareness activities and campaigns on related governance issues.
6. Based on data collection and analysis, provide analytical and local advisory services and implementation to inform strategic actions and identify entry points in response to emerging needs/trends.

Expected Outputs and Deliverables:

- Knowledge products.
- National and Regional knowledge events and other project activities organised.
- Awareness /advocacy campaigns organized.

- Data collected/Analysis/Reports/Policy Papers produced.
- Report after each assignment.

E. EXPECTED OUTPUTS / DELIVERABLES

Without detriment to other activities that can be identified to achieve the objective of this consultancy, the consultant will be responsible for delivering the following products:

Deliverable	Estimated Time to complete	Delivery date	Percentage for payment	Review and Approval
1. Policy Guideline on the role of the judiciary on prevention of corruption and promote transparency. Technical support to the definition of a UNDP narrative on development, rule of law and anticorruption for the LAC region in compliance with guidelines from RBLAC and the needs of key country offices.	1 month after signing the contract	25/12/21	20 %	Team Leader Governance
2. Mapping of experiences and best practices on management of information, analysis of changes in criminal definitions in Latin American countries, relevant jurisprudence, and analysis of sentences.	2 months after signing the contract	25/01/22	25 %	Team Leader Governance
3. Report: UNDP's set of recommendations for action and menu of services for country offices and offer on justice, open justice and initiatives to promote transparency and accountability in LAC.	3 months after signing the contract	25/02/22	20 %	Team Leader Governance
4. Technical support to the organization and systematization of thematic papers and knowledge exchanges on effective governance, rule of law and anticorruption in LAC.	4 months after signing the contract	25/03/21	35 %	Team Leader Governance
	4 months		100%	

F. INSTITUTIONAL ARRANGEMENTS

The Individual Contractor will work under the supervision of the Team Leader, Governance of the Regional Center for Latin America, and the Caribbean.

The Individual Contractor will receive payment of fees subject to approval of the deliverables agreed upon in the Terms of Reference and approval of the respective Certificate of Payment by the immediate supervisor.

The payment will be done in disbursements as per the table above.

G. DURATION OF THE WORK

The Individual Contractor is expected to work for 4 months over the period December 2021 – March 2022. The products of the consultancy can be delivered before the deadline established in the calendar of deliverables. If delivered later, the delivery date must be previously agreed with the supervisor and will not result in an increase in fees.

H. DUTY STATION

The Individual Contractor will work remotely and **HOME-BASED** modality, with some part of the time in the office and some mission travels.

Travel: All travel expenses will be paid separately, in compliance with UNDP regulations and rules. 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 using an F10 Form. 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.

I. QUALIFICATIONS AND CRITERIA FOR SELECTION OF THE SUCCESSFUL CONTRACTOR

Required Skills and Experience

1	Technical proposal	Maximum points	70%
Technical Criteria	A. Academic background	30	
	<ul style="list-style-type: none"> Master's degree preferably in political science, governance, gender, peace and conflict, law, or relevant social sciences. <ul style="list-style-type: none"> Master's degree in the desired field 15 points Master's degree in other fields 10 points 	15	
	<ul style="list-style-type: none"> Bachelor's degree, preferably in political science, governance, gender, peace and conflict, law, or relevant social sciences. <ul style="list-style-type: none"> Bachelor's degree in the desired field 10 points Bachelor's degree in other fields 7 points 	10	
	<ul style="list-style-type: none"> Gender Studies will be an asset. 	5	
	B. Experience:	25	
	<ul style="list-style-type: none"> Relevant working experience in the Latin American and the Caribbean region on governance issues with focus on transparency, accountability, integrity, and anti-corruption: <ul style="list-style-type: none"> 7 years or more of specific experience 10 points Less than 7 years of specific experience 7 points 	10	
	<ul style="list-style-type: none"> Specific experience on implementation of gender - sensitive activities and assignments including research, analysis and report-writing on justice and governance issues (transparency, accountability, integrity, anti-corruption topics); <ul style="list-style-type: none"> 4 years or more of specific experience 10 points Less than 4 years of specific experience 7 points 	10	
	<ul style="list-style-type: none"> Ability to plan, organize, implement, and report on work and to work under pressure and tight deadlines. 	2	
	<ul style="list-style-type: none"> Working experience in developing countries. 	3	
	C. Knowledge:	30	
	<ul style="list-style-type: none"> Expert knowledge of institutional mandates, policies and guidelines related to humanitarian affairs and in situations of internal displacement and (non-conventional) violence. <ul style="list-style-type: none"> Proven knowledge in all the desired fields 8 points Proven knowledge in some of the desired fields 6 points 	8	
	<ul style="list-style-type: none"> Knowledge and experience on Agenda 2030, Human Rights and SDGs, specifically SDG 16; <ul style="list-style-type: none"> Proven knowledge in all the desired fields 8 points Proven knowledge in some of the desired fields 6 points 	8	

	• Knowledge of the institutions of the UN system.	2	
	• Fluency in written and spoken Spanish	5	
	• Fluency in written and spoken English	5	
	• Knowledge of French	2	
	D. Interview:	15	
	Technical Proposal	100 points	
2	Financial Proposal		30%
Total			100%

J. RECOMMENDED PRESENTATION OF PROPOSAL AND OTHER RELEVANT INFORMATION

The selected consultant will have the obligation to:

1. Before any travel, obtain the security permits for traveling to the countries where the services will be required. These permits may be obtained at www.undss.org.
2. Have the contract signed by the UNDP and the expert before starting the work and before starting any travel. If the expert travels and starts the work without having signed the contract, the work and travel will be at the expert's own risk and responsibility.
3. All background compiled and deliverables produced by the expert are the property of the UNDP. The expert must obtain written permission from the UNDP to use all or part of the documents for any other consulting or work.
4. It is the responsibility of the professional to have health insurance.

K. ANNEXES

Not applicable.

**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

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood, and hereby accept the Terms of Reference describing the duties and responsibilities of **19106-2021 - Individual Contract for – “Consultant Policy Note “The analysis of the justice sector in corruption cases in Latin America and the Caribbean”**.
- 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.
- 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	Percentage of Total Price (Weight for payment)	Amount <i>[Currency]</i>
1.		
2.		
3.		
4.		
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			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

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.



UNITED NATIONS DEVELOPMENT PROGRAMME

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

No. XXXXX-2021

This Contract is entered into on **XXXXXX 2021** between the United Nations Development Programme (hereinafter referred to as “UNDP”) and, **XXXXXXXXXX, of XXXXXXXXXXXX nationality, with Passport No. or ID No. XXXXXXXX** (hereinafter referred to as “the Individual Contractor”) whose address is: **XXXXXXXXXXXX**.

Phone No.: XXXXXXXX E-mail: XXXXXXXXXXXX

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 a consultancy on “XXXXXXXXXXXXXXXXXXXX”. 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): **Home-based with some travel.**

2. Duration:

This Individual Contract shall commence on **XXXXXXXXXX 2021** and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than **XXXXXXXX 2021**, 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 **USD XXXXXX (XXXXXXXX US dollars with 00/100)** in accordance with the table set forth below³. 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 USD
Product 1. “XXXXXXXXXXXXXXXXXXXX.” As described in TOR.		
Product 2. “XXXXXXXXXXXXXXXXXXXX.” As described in TOR.		

³ 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.

Product ... "XXXXXXXXXXXXXXXXXXXXX." As described in TOR.		
TOTAL IN USD	100%	

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

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

4. Rights and Obligations of the Individual contractor:

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

5. Beneficiary:

The Individual Contractor selects **XXXXXXXX** 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: XXXXXXXXXXXXXXXXXXXX.

Phone Nos.: XXXXXXXXXXXX **E-mail:** XXXXXXXXXXXX

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:

INDIVIDUAL CONTRACTOR:

XXXXXXXXXXXX

Manager

Regional Hub in Panama

Regional Bureau for Latin America and the Caribbean

United Nations Development Programme

Date: _____

XXXXXXXXXXXXXXXXXXXX

Consultant

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 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.

UNITED NATIONS DEVELOPMENT PROGRAMME

REGIONAL HUB /REGIONAL BUREAU FOR LATIN AMERICA AND THE CARIBBEAN

PREVENTION OF SEXUAL HARASSMENT IN THE WORKPLACE AND SEXUAL EXPLOITATION AND ABUSE

UNDP does not tolerate harassment and/or abuse of authority at the workplace or in connection with work in any form. Such behavior or conduct is contrary to the Charter of the United Nations, the Staff Rules and to the Standards of Conduct for the International Civil Service Staff Rule 1.2 (e) provides that:

"Any form of discrimination or harassment, including sexual or gender harassment, as well as physical or verbal abuse at the workplace or in connection with work, is prohibited."

Staff members and non-staff personnel exhibiting such behavior or conduct may be subject to administrative, disciplinary or contractual measures, as appropriate.

A. SEXUAL HARASSMENT

Sexual harassment (SH) is any improper and unwelcome conduct by staff member or non-staff personnel against another staff member or non-staff personnel in the workplace. Being about impact, not intent, it includes:

- Any unwelcome sexual advance;
- Request for sexual favor;
- Verbal or physical conduct or gesture of a sexual nature;
- Any other behavior of a sexual nature (including pornography, sexually colored remarks) that has or that might reasonably be expected or be perceived to cause offense or humiliation to another.

Harassment may be present in the form of words, gestures, electronic communication forms, or other actions that annoy, alarm, abuse, demean, intimidate, belittle, or cause personal humiliation or embarrassment to another, or cause an intimidating, hostile or offensive work environment.

I. Key Contacts

- Office of Human Resources
E-mail: harassment.ohrfocalpoint@undp.org
Telephone: +1 (212) 906-5254
- Office of the Ombudsman
E-mail: ombudsmediation@fpombudsman.org

Website: <http://fpombudsman.org>

Telephone: +1 (646) 781-4083

- UNDP Office of Audit and Investigation
E-mail: <mailto:reportmisconduct@undp.org>
Telephone: +1 (877) 557-8685 (within the US)
+1 (770) 776-5678 (worldwide)
- UNDP Ethics Office
E-mail: ethicsoffice@undp.org
Website: <http://www.undp.org/content/undp/en/home/accountability/ethics.html>
Telephone: +1 (212) 909-7840

II. Abuse of Authority

The abuse of authority is the improper use of a position of influence, power or authority by staff member or non-staff personnel against another staff member or non-staff personnel or a group thereof. This is particularly serious when the person in question uses his or her influence, power or authority to arbitrarily influence the career or employment conditions.

Abuse of authority can include a one-time incident or a series of incidents. It may also consist of conduct that creates a hostile or offensive work environment, which includes, but is not limited to, the use of intimidation, threats, blackmail or coercion.

III. Protection Against Retaliation

Retaliation by a staff member against staff member or non-staff personnel as a result of good faith report of workplace harassment or abuse of authority or good faith cooperation with a preliminary assessment or investigation into an allegation of workplace harassment or abuse of authority, is prohibited.

Retaliation constitutes misconduct, which if established, will lead to disciplinary action and/or transfer to other functions in the same or a different office.

For updates and more information on sexual harassment:

Website: <https://intranet.undp.org/sexualharassment>

For 24 hour, free and confidential helpline to report and for support:

Telephone: +1 (800) 507-3321

B. SEXUAL EXPLOITATION AND ABUSE

Sexual exploitation and abuse (SEA) is any actual or attempted abuse of sexual nature by UNDP personnel of individuals from the local population (e.g. beneficiaries, members of the general public, vendors, etc.). Prohibited behavior includes:

- Sexual activity with a child (a person under the age of 18);
- Exchange of money, food, employment, goods, assistance, or services for sex or sexual favors;
- Sex with prostitutes - even though in some countries, prostitution is tolerated and/or legal;
- Use of a child or adult to procure sex for others.

For catered information with regards to specific role and responsibilities as a staff member, focal point or senior manager:

Website: <https://intranet.undp.org/unit/ohr/psea/SitePages/Home.aspx>

Website: <https://www.un.org/preventing-sexual-exploitation-and-abuse/>

As an Individual Contractor engaged to provide services with UNDP, I have read and will comply with the information included in this annex.

INDIVIDUAL CONTRACTOR:

XXXXXXXXXXXXXXXXXXXXX

Consultant

Signature: _____

Date: _____

EVALUATION MATRIX

The technical and financial aspects of every proposal submitted will be evaluated using the following matrix:

1	Technical proposal	Maximum points	70%
Technical Criteria	A. Academic background	30	
	<ul style="list-style-type: none"> Master's degree preferably in political science, governance, gender, peace and conflict, law, or relevant social sciences. <ul style="list-style-type: none"> Master's degree in the desired field 15 points Master's degree in other fields 10 points 	15	
	<ul style="list-style-type: none"> Bachelor's degree, preferably in political science, governance, gender, peace and conflict, law, or relevant social sciences. <ul style="list-style-type: none"> Bachelor's degree in the desired field 10 points Bachelor's degree in other fields 7 points 	10	
	<ul style="list-style-type: none"> Gender Studies will be an asset. 	5	
	B. Experience:	25	
	<ul style="list-style-type: none"> Relevant working experience in the Latin American and the Caribbean region on governance issues with focus on transparency, accountability, integrity, and anti-corruption: <ul style="list-style-type: none"> 7 years or more of specific experience 10 points Less than 7 years of specific experience 7 points 	10	
	<ul style="list-style-type: none"> Specific experience on implementation of gender - sensitive activities and assignments including research, analysis and report-writing on justice and governance issues (transparency, accountability, integrity, anti-corruption topics); <ul style="list-style-type: none"> 4 years or more of specific experience 10 points Less than 4 years of specific experience 7 points 	10	
	<ul style="list-style-type: none"> Ability to plan, organize, implement, and report on work and to work under pressure and tight deadlines. 	2	
	<ul style="list-style-type: none"> Working experience in developing countries. 	3	
	C. Knowledge:	30	
	<ul style="list-style-type: none"> Expert knowledge of institutional mandates, policies and guidelines related to humanitarian affairs and in situations of internal displacement and (non-conventional) violence. <ul style="list-style-type: none"> Proven knowledge in all the desired fields 8 points Proven knowledge in some of the desired fields 6 points 	8	
	<ul style="list-style-type: none"> Knowledge and experience on Agenda 2030, Human Rights and SDGs, specifically SDG 16. <ul style="list-style-type: none"> Proven knowledge in all the desired fields 8 points 	8	

	<ul style="list-style-type: none"> Proven knowledge in some of the desired fields 6 points 		
	<ul style="list-style-type: none"> Knowledge of the institutions of the UN system. 	2	
	<ul style="list-style-type: none"> Fluency in written and spoken Spanish 	5	
	<ul style="list-style-type: none"> Fluency in written and spoken English 	5	
	<ul style="list-style-type: none"> Knowledge of French 	2	
	D. Interview:	15	
	Technical Proposal	100 points	
2	Financial Proposal		30%
Total		100%	

FINANCIAL EVALUATION OF PROPOSALS

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal (daily rate offered). All other price proposals will 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



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:	

ⁱ Lopez Calva, Luis Felipe, A greater tragedy than we know: [Excess mortality rates suggest that COVID-19 death toll is vastly underestimated in LAC](#), 2020.

A. ⁱⁱ Lopez Calva, Luis Felipe, [Sour Grapes: Discouraged workers and Labor Markets in the Context of the COVID-19 crisis](#), 2020.

B. ⁱⁱⁱ Lopez Calva, Luis Felipe, [COVID-19 and Wealth at the Top: More and Wealthier Billionaires After the Crisis in LAC](#), 2021.

C. ^{iv} Acuña- Alfaro, Jairo y Sapienza, Emanuele, [COVID-19 and the social contract in Latin America](#): Citizens views of national responses one year on, 2021.