

## NATIONAL CONSULTANT PROCUREMENT NOTICE



**Date: 10 November 2022**  
**Ref. Pak-HIV-UNDP-IC-2022-021**

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**Country:** Pakistan

**Description of the assignment:** National Consultant - HIV Legal & Human Rights Expert

Period of assignment/services (if applicable): 100 working days spread over a period of nine months (1 December to August 2023)

**Duty Station: Home based (travel as and when required)**

Please submit your **UN P11 Form, Technical Proposal, filled Annexes (attached as Annex I, II, IV,V,VI) along with attested documents** to the following address: not later than **24 November 2022** by email to [bids.pk@undp.org](mailto:bids.pk@undp.org).

**Important note for email submissions:** kindly write the following on email subject line: **“Pak-HIV-UNDP-IC-2022-021- National Consultant – HIV Legal & Human Rights Expert”** in the subject line. Further, our system will not accept emails those are more than 3.5 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 .... in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

If additional information is required, please write to us or contact us at +92-51-8443288. The team will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date of your proposal. All/any query regarding the submission of the proposal may be sent prior to the deadline at the address mentioned above.

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## 1. BACKGROUND

UNDP has recently been requested by the Global Fund to support the HIV grant, starting July 2021 until December 2023 as Principal recipient. This Global Fund HIV grant will provide the amount of US\$ 47,104,249 million to Pakistan over two and a half years. It will contribute to the achievement of the overall, strategic goals of the Pakistan AIDS Strategy IV - PAS-IV on addressing low prevention and testing coverage among key populations by:

Scaling up community-based interventions, improving treatment access for all, and by challenging stigma and discrimination through training for health care workers and others, and to strengthen the national M&E system for improved cascade monitoring.

To reach these goals, UNDP Pakistan aims to support the relevant implementing partners in:

- increasing coverage of the prevention services for MSM by 39% (of Population Size Estimates - PSE) by 2023 from the 2019 baseline;
- increasing coverage of the prevention services for FSW (of PSE) by 44% by 2023 from the 2019 baseline;
- increasing coverage of the prevention services for TG (of PSE) by 56% by 2023 from the 2019 baseline; and
- increasing coverage of the treatment services for PLHIV by 35% (of the estimated PLHIV) by 2023 from the 2019 baseline

In the 'Political Declaration on HIV/AIDS' (2011) and 'Declaration of Commitments on HIV/AIDS' (2006) governments committed themselves to protecting the human rights of people living with HIV, women and members of vulnerable populations.

In the 2011 'Political Declaration on HIV and AIDS: Intensifying our Efforts to Eliminate HIV/AIDS'<sup>33</sup> they committed to review, as appropriate, laws and policies that adversely affect the successful, effective and equitable delivery of HIV prevention, treatment, care and support programs to people living with and affected by HIV. The Declaration recognizes that a country's legal environment—its laws and how they are implemented and enforced—plays a critical role in the national response to HIV.

To support governments to meet their commitments and targets relating to eliminating HIV stigma and discrimination and to create enabling legal environments, an independent Commission led by UNDP on behalf of the Joint UN Programme on HIV/AIDS (UNAIDS), developed actionable, evidence-informed and human-rights-based recommendations for an effective HIV response. The findings of the Global Commission on HIV and the Law in its 2012 report, 'HIV and the Law: Risks, Rights & Health', found evidence of how protective legal environments improve the lives of people living with HIV and reduce vulnerability to infection. Across the globe it also found evidence of how stigma, discrimination, punitive laws, police violence and ineffective access to justice continue to fuel the HIV epidemic.

The Global Commission's report focused on five main areas: laws and practices that discriminate against people living with HIV; laws and practices that criminalize those living with and most vulnerable to HIV; laws and practices that sustain or mitigate violence and discrimination against women; laws and practices that facilitate or impede access to HIV-related treatment; and issues of law relating to children and young people in the context of HIV.

Following the Global Commission's findings and recommendations, there is commitment to conduct a national Legal Environment Assessment (LEA) of laws, policies and practices that affect people living with HIV, key populations, women, youth and other population groups identified as critical for the national HIV response.

In Pakistan, the HIV epidemic continues to be concentrated among key populations, who often represent highly ostracized and stigmatized segments within all societies. They are not only rejected socially but further marginalized through legal frameworks that have cast them as criminals. Criminal laws and discriminatory practices based on moral judgment, superstition, ancient beliefs, fear and

misinformation, punish instead of protect. They drive at-risk communities underground, preventing them from accessing lifesaving treatment and prevention and heightening their risk for HIV.

Furthermore, the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) Resolutions 66/10 and 67/9 recommended that punitive laws and policies targeting key populations be abolished to reduce levels of social stigma, discrimination, violence and broader human rights violations.

Progress has been made towards improving the HIV related legal environment in several countries. Since 2012, implementation of findings and recommendations of the Global Commission on HIV and the Law report has been initiated in 82 countries with UNDP support in partnership with other UN agencies, governments and civil society. However, a need arose for practical, standardized evidence-based guidance for countries to effectively document, understand and transform legal environments, so that laws and law enforcement are aligned to support national HIV responses and transform legal environments that strengthen human rights and public health. In line with the UNDP 'Strategic Plan 2014-2017' and the UNAIDS '2011-2015 Strategy: Getting to Zero' the manual on Legal Environment Assessment for HIV (hereafter referred to as LEA manual) was developed that provides UN practitioners and Joint UN teams on AIDS as well as national governments, civil society, development partners and legal experts or advisers with guidance on how to support national efforts on reviewing laws, policies, and practices pertaining to HIV. It can also be used to inform the development and oversight of HIV programs supported by the Global Fund.

The LEA manual offers step-by-step guidance on how to undertake a national legal environment assessment with concrete case studies, tools and resources and is intended to be utilized as a key resource and tool for the national LEA in Pakistan. It is intended to assist governments, civil society and other key stakeholders to develop evidence-informed policy and strategy, to review and reform laws and policies based on human rights considerations and support increased capacity to achieve enabling legal environments for effective HIV responses.

UNDP is supporting LEAs as one of the first steps that countries can take to translate the recommendations in the Global Commission's report into action. Activities relating to the implementation of the Global Commission's findings and recommendations including LEAs have been reported in 82 countries since the beginning of 2012. The LEA offers an opportunity to look at priority HIV, legal and human rights issues identified by the report. This includes a specific focus on reviewing the legal and regulatory framework in the HIV context with respect to stigma and discrimination; women and gender; children and young people; criminal laws and key populations; and intellectual property law and access to HIV treatment.

It was in this context that a collaborative effort by UNDP and UNAIDS in Pakistan was initiated to contribute towards a legal environment to support an effective national AIDS response that could mitigate the impact of HIV and promote and protect the human rights of people living with HIV and the most vulnerable to HIV.

The "Scan of Laws and Policies Affecting Human Rights, Discrimination and Access to HIV and Health Services by Key Populations in Pakistan" was a key outcome of this effort and was conducted in 2014. This scan of HIV-related laws and policies identifies legal barriers to accessing health and HIV services for key populations and presents a set of recommendations that can save lives, save money and help end the AIDS epidemic in Pakistan.

## **2. DESCRIPTION OF THE ASSIGNMENT**

In 2022-23, UNDP Pakistan's Project Management Unit (PMU), in collaboration with other key partners (including UNAIDS, and target key populations, including TG, FSW and MSM,) will lead the national legal environment assessment to strengthen efforts on access to justice for key populations linked with

overall HIV prevention (specifically efforts to address stigma and discrimination), testing and treatment interventions in Pakistan.

The LEA aims to equip key populations, government institutions (National and provincial AIDS control programs, health, social welfare amongst others), development partners, and civil society organizations with a valuable resource and tool to assert their human and health needs and rights. It is also envisioned that policy and lawmakers, law enforcing agencies, and other key actors will be able to use the LEA to inform development and implementation of an enabling legal environment for effective HIV and health responses.

The primary purpose of the national LEA is to review laws, regulations and policies, access to justice and law enforcement in the context of HIV, to identify the nature and extent of stigma, discrimination, gender inequality, gender-based violence and human rights abuses affecting key populations as outlined in the LEA manual. The national LEA also aims to assess the effectiveness of the legal framework in protecting rights and promoting universal access to services. It aims to identify HIV, legal and human rights issues of concern by:

- Examining HIV-related laws and human rights issues affecting people living with HIV, women and youth in the context of HIV and key populations in a particular country, including key human rights issues of concern, with regard to:
  - stigma and discrimination against people infected and affected by HIV;
  - women, HIV and the law;
  - children, young people, HIV and the law;
  - criminal laws affecting key populations such as sex workers, men who have sex with men (MSM)
  - transgender people and people who use drugs; and/or
  - access to treatment;
- Examining the extent, efficacy and impact of the current legal and policy framework, including:
  - examining laws that protect against discrimination and human rights abuses and promote universal access to HIV-related health care, including anti-discrimination laws, laws that protect the rights of women, children and young people, health laws that promote patients' rights, and intellectual property laws that promote access to treatment, among others;
  - reviewing punitive laws that block access to services for key populations, including criminal laws that criminalize HIV transmission or exposure, sex work, same-sex relationships, provision of harm reduction programs to people who use drugs; coercive health laws that deny patients' health rights; and immigration laws that create travel restrictions for people living with HIV, among others;
  - finding out the extent to which populations know their rights, and service providers, lawmakers and law enforcers are sensitized to HIV-related legal and human rights issues to enable effective implementation of services, access to justice and enforcement of HIV-related laws;
  - identifying the impact of the current legal framework on key populations and on universal access to HIV prevention, treatment, care and support; and
  - noting, where relevant, lessons learned during the process of developing, implementing and enforcing laws, regulations and policies relevant to HIV and AIDS, including those that are barriers to the development, implementation and enforcement of protective frameworks;
- identifying strengths, gaps and challenges in the legal and policy framework in terms of alignment with national, regional and international human rights commitments, guidance, best practice and lessons learned from foreign jurisdictions (where relevant) and in terms of addressing key HIV, legal and human rights issues and promoting effective responses to HIV; and
- recommending measures to:
  - strengthen the development, implementation, monitoring and enforcement of protective laws;

- remove or amend punitive laws;
- strengthen awareness of protective laws and services among communities and service providers; and
- improve access to justice and law enforcement in the context of HIV and AIDS.

In this vein, PMU-UNDP intends to engage a national LEA Task team led by a National HIV/AIDS Policy & Legislative Expert, as a lead consultant (with a support consultant) to conduct the legal environment assessment, including, but not limited to, the aforementioned thematic areas.

The LEA will include a comprehensive consultative process across Pakistan with all stakeholders led by the expert, in collaboration with the junior consultant, PMU-UNDP and key partners (including UNAIDS, relevant government institutions and civil society) as required and outlined in the LEA manual.

The junior consultant will provide support to the lead expert in the research, desk review, consultative process (including coordination with key stakeholders and partners) and drafting of the report for the LEA.

### **3. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED REPORT WORK**

A five-stage process will be followed to support the national LEA with the involvement of all key stakeholders and the establishment of a Technical Working Group which is as follows:

- (1) Planning
- (2) Assessment
- (3) Feedback and finalization
- (4) Dissemination, implementation and impact
- (5) Documenting the process: communication, monitoring and evaluation, coordination

In light of guidance from the LEA manual, the HIV Legal & Human Rights Expert will work closely with the junior consultant, PMU-UNDP and key partners (such as UNAIDS and others) to provide research, analytical, coordination, implementation and writing support throughout the process of the national LEA. The scope of work is outlined as follows:

#### **1. Inception Report & Work-Plan of Legal Environment Assessment (LEA)**

- Lead the planning phase through a consultative process/dialogue involving UNDP, key partners (UNAIDS and others) and a range of key stakeholders to discuss and finalize the purpose and scope of the LEA, key issues for priority focus during the LEA, suggested laws, regulations and policies to be included in the desk review, recommended stakeholders to be consulted during the review and roles, responsibilities and composition of relevant partners in the process, including a participatory body to guide, support and oversee the review process.
- Develop a draft inception report and work-plan clearly setting out: the process/methodology to be followed in the legal environment assessment; activities to be undertaken; inventory of laws; regulations, policies and other documents to be reviewed; list of key stakeholders/focus groups to be consulted; interview and focus group discussion tools and/or questionnaires, measures to be taken to protect the confidentiality of informants and focus group members where necessary and a report of the consultative planning stage, as agreed with UNDP and key strategic partners (with guidance from Annex 3 of LEA Manual).
- Finalize inception report and work-plan as per feedback received from PMU-UNDP and key partners and submit for approval.

## **2. Report on Desk Review of HIV, Law & Human Rights in Pakistan**

- Lead a comprehensive desk review of relevant international and regional commitments, national laws, regulations and policies, as well as research reports, submissions and case studies relevant to HIV, law and human rights in Pakistan
- As part of the desk review, conduct and design interviews, consultations, surveys, questionnaires, and/or focus group discussions with key stakeholders from executive, legislative and judicial branches of government, civil society, religious organizations, traditional and community leaders, private sector and international organizations, amongst others
- Based on the desk review, the lead consultant/researcher(s) should draft a report setting out:
  - a broad overview of HIV, law and human rights in the country, including the HIV epidemic; information regarding key populations at higher risk of HIV exposure, and HIV, legal and human rights issues of concern such as: discrimination laws; women, HIV and the law; children, young people, HIV and the law; criminal law and HIV; and access to treatment;
  - the broader framework/standard set by international, regional and national human rights obligations as well as guidance and best practices on legal and policy responses to HIV; and the current legal, regulatory and policy environment for responding to HIV and AIDS, with particular respect to key populations and key human rights issues and including a review of: protective laws, regulations, policies and programs which support human rights and access to health in the context of HIV and AIDS; punitive laws, regulations and policies which pose barriers to human rights and access to health in the context of HIV and AIDS; gaps and weaknesses in the current legal, regulatory and policy framework; and recommendations for law review and reform, strengthening access to justice as well as ensuring enforcement of rights, to create an effective response to HIV and AIDS.
- Submit the national desk review report to PMU-UNDP (as well as key partners such as UNAIDS) for review and finalization.

## **3. Research Methodology for Legal Environment Assessment in Pakistan**

- Develop research methodology (including any quantitative and qualitative research tools) for the LEA, based on input and feedback from Technical Working Group and relevant ethical approval, as needed
- Develop and finalize research tools and process for ensuring informed consent (through a structured form) and protecting confidentiality through the research process
- Elaborate a report/minute on the stakeholder interviews (as outlined in the methodology and inception/ planning discussions with UNDP, communities, and key partners such as UNAIDS), surveys, questionnaires and focus group discussions conducted as part of the research process,
- Finalize research methodology for LEA and share with PMU-UNDP and key partners (such as UNAIDS, government entities and civil society partners) for input/feedback and approval.

## **4. Report of Legal Environment Assessment (LEA) on HIV, Laws & Human Rights in Pakistan**

- Develop a draft consolidated LEA report should include the results from the desk review (Deliverable 2) and results from other methodologies (Deliverable 3) that:
  - assesses the current legal and policy environment to respond to HIV with a specific focus

on issues and/or populations of priority concern such as: discrimination laws; women, HIV and the law; children, young people, HIV and the law; criminal law and HIV and access to treatment;

- identifies strengths, weaknesses and gaps in the current legal and policy environment, including the extent to which the current environment complies with human rights obligations,
- addresses key issues and promotes universal access to HIV prevention, treatment, care and support; and
- make recommendations for strengthening the legal and policy environment in the country so as to ensure a response which complies with international, regional and national human rights obligations, address key human rights issues in the context of HIV, including the rights of key populations, promote universal access, and balance public health and human rights imperatives.
- Lead a consultative validation process to provide feedback and develop consensus (utilizing the Technical Working Group as well as other available forums) on the draft findings and recommendations to all relevant stakeholders who participated in and are affected by the national LEA.
- Outline the outcomes of the final consultation/validation process and peer review process with the Technical Working Group and key stakeholders on the draft findings and recommendations
- Finalize the LEA results based on the outcome of the final consultation/validation process and review from Technical Working Group and submit to PMU-UNDP for approval as agreed in planning/inception phase.

#### **5. Communication, Dissemination and Impact Strategy of National Legal Environment Assessment**

- Develop a strategy to guide the communication, dissemination and potential impact of a concrete way forward with prioritized recommendations from the national LEA, including establishment of mechanisms and processes for future research, programming and policy reform such as advocacy, implementation plans or proposed legislation.
- Outline a short to medium term dissemination as part of the strategy to disseminate the findings of the national LEA with prioritized recommendations and key actions for a way forward.
- Finalize and submit the strategy reflecting input and review from PMU-UNDP, Technical Working Group and key partners (such as UNAIDS) for approval as agreed

#### 4. DELIVERABLES

Deliverables/ Outputs	Working Days	Estimated timeline
Submission and approval of Inception Report & Work-Plan of Legal Environment Assessment (LEA)	15	December 2022
Report on Desk Review of HIV, Law & Human Rights in Pakistan	20	January 2022
Research Methodology for Legal Environment Assessment in Pakistan	20	March 2022
Report of Legal Environment Assessment (LEA) on HIV, Laws & Human Rights in Pakistan	30	May 2022
Communication, Dissemination and Impact Strategy document of National Legal Environment Assessment	15	July 2022

#### 5. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Interested individuals for should meet the following minimum qualification criteria:

- University Degree (Masters or equivalent) in the field of law (such as international law and/or human rights law, public health and HIV law) or relevant discipline.
- At least 5 years of experience in assessing and developing legal, regulatory and policy frameworks in response to health (particularly HIV)
- Demonstrate expertise in designing and conducting research studies (including development of research tools) on laws, policies, legal environments and related issues in Pakistan.
- Background of working on issues of key populations with respect to HIV/AIDS barriers including discriminatory laws/policies, stigma and discrimination and other related human rights and social exclusion issues.
- High proficiency in English & Urdu: knowledge of local and colloquial languages is an advantage.
- Previous experience working with UN and/or development partners is an asset.

#### 6. FINANCIAL PROPOSAL

##### **Lump sum contract**

**Financial Proposal** that indicates the all-inclusive fixed total contract price excluding the travel related costs as per template attached to the [Letter of Confirmation of Interest template](#). If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP



## 7. EVALUATION

The consultant will be evaluated based on the cumulative analysis. The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- i) Responsive/compliant/acceptable, and
- ii) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
  - a. Technical Criteria weight: 70%
  - b. Financial Criteria weight: 30%

Only candidates obtaining a minimum of 49 out of 70 points would be considered for the Financial Evaluation

Criteria	Weight	Max. Point
Technical Competencies	70	
The candidate should have a University Degree in the field of law (such as international law and/or human rights law, public health and HIV law) or relevant discipline.	Pass/Fail	
At least 5 years of experience in assessing and developing legal, regulatory and policy frameworks in response to health (particularly HIV)	Pass/Fail	
Demonstrate expertise in designing and conducting research studies (including development of research tools) on laws, policies, legal environments and related issues in Pakistan. Past research included as proof would be an asset.	20	
Background of working on issues of key populations with respect to HIV/AIDS barriers including discriminatory laws/policies, stigma and discrimination, and related human rights and social exclusion issues	20	
Proposed Methodology	30	
Financial (Lower Offer/Offer*100)	30	
Total Score	Technical score 70 + 30 Financial	
Weight per Technical Competence		

Weak: Below 70%	The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence
Satisfactory: 70-75%	The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence
Good: 76-85%	The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant/contractor has demonstrated a OUTSTANDING capacity for the analyzed competence

## 9. PAYMENT MODALITIES AND SPECIFICATIONS

Deliverables/ Outputs	Working Days	% of Payment	Estimated timeline
Submission and approval of Inception Report & Work-Plan of Legal Environment Assessment (LEA)	15	15%	December 2022
Report on Desk Review of HIV, Law & Human Rights in Pakistan	20	20%	January 2022
Research Methodology for Legal Environment Assessment in Pakistan	20	20%	March 2022
Report of Legal Environment Assessment (LEA) on HIV, Laws & Human Rights in Pakistan	30	30%	May 2022
Communication, Dissemination and Impact Strategy document of National Legal Environment Assessment	15	15%	July 2022

## 10. APPLICATION PROCESS<sup>1</sup>

### Recommended Presentation of Proposal:

<sup>1</sup>Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP:  
<https://info.undp.org/global/popp/Pages/default.aspx>

- a) **Letter of Confirmation of Interest and Availability** using the [template](#)<sup>2</sup> provided by UNDP;
- b) **CV** and a **Personal History Form** ([P11 form](#)<sup>3</sup>);
- c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)

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<sup>2</sup><https://intranet.undp.org/unit/bom/pso/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx>

<sup>3</sup>[http://www.undp.org/content/dam/undp/library/corporate/Careers/P11\\_Personal\\_history\\_form.doc](http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc)

## **ANNEX**

- ANNEX I - TERMS OF REFERENCES (TOR)**
- ANNEX II- PERSONAL HISTORY FORM (P-11)**
- ANNEX III- INDIVIDUAL CONSULTANT GENERAL TERMS & CONDITIONS**
- ANNEX IV- PROPOSAL SUBMISSION FORM**
- ANNEX V- OFFEROR'S LETTER TO UNDP**
- ANNEX VI- FINANCIAL PROPOSAL**

**Terms of Reference**  
**HIV Legal & Human Rights Expert**  
**UNDP-HIV AIDS Prevention and Treatment Project**

<b>Job Title:</b>	HIV Legal & Human Rights Expert
<b>Duty Station:</b>	Home based (travel as and when required)
<b>Type of Contract:</b>	IC
<b>Duration:</b>	100 working days spread over a period of nine months (1 December 2022 to 31 August 2023)

<b>A. Project Title:</b>
Accelerated response to HIV through effective prevention, treatment, care, and support interventions for Key Populations (TG, MSM and FSWs) and surveillance in high-risk areas (Punjab and Sindh)
<b>B. Project Description:</b>
<p>UNDP has recently been requested by the Global Fund to support the HIV grant, starting July 2021 until December 2023 as Principal recipient. This Global Fund HIV grant will provide the amount of US\$ 47,104,249 million to Pakistan over two and a half years. It will contribute to the achievement of the overall, strategic goals of the Pakistan AIDS Strategy IV - PAS-IV on addressing low prevention and testing coverage among key populations by:</p> <p>Scaling up community-based interventions, improving treatment access for all, and by challenging stigma and discrimination through training for health care workers and others, and to strengthen the national M&amp;E system for improved cascade monitoring.</p> <p>To reach these goals, UNDP Pakistan aims to support the relevant implementing partners in:</p> <ul style="list-style-type: none"> <li>▪ increasing coverage of the prevention services for MSM by 39% (of Population Size Estimates - PSE) by 2023 from the 2019 baseline;</li> <li>▪ increasing coverage of the prevention services for FSW (of PSE) by 44% by 2023 from the 2019 baseline;</li> <li>▪ increasing coverage of the prevention services for TG (of PSE) by 56% by 2023 from the 2019 baseline; and</li> <li>▪ increasing coverage of the treatment services for PLHIV by 35% (of the estimated PLHIV) by 2023 from the 2019 baseline</li> </ul> <p>In the 'Political Declaration on HIV/AIDS' (2011) and 'Declaration of Commitments on HIV/AIDS' (2006) governments committed themselves to protecting the human rights of people living with HIV, women and members of vulnerable populations.</p> <p>In the 2011 'Political Declaration on HIV and AIDS: Intensifying our Efforts to Eliminate HIV/AIDS'<sup>33</sup> they committed to review, as appropriate, laws and policies that adversely affect the successful, effective and equitable delivery of HIV prevention, treatment, care and support programs to people living with</p>

and affected by HIV. The Declaration recognizes that a country's legal environment—its laws and how they are implemented and enforced—plays a critical role in the national response to HIV.

To support governments to meet their commitments and targets relating to eliminating HIV stigma and discrimination and to create enabling legal environments, an independent Commission led by UNDP on behalf of the Joint UN Programme on HIV/AIDS (UNAIDS), developed actionable, evidence-informed and human-rights-based recommendations for an effective HIV response. The findings of the Global Commission on HIV and the Law in its 2012 report, 'HIV and the Law: Risks, Rights & Health', found evidence of how protective legal environments improve the lives of people living with HIV and reduce vulnerability to infection. Across the globe it also found evidence of how stigma, discrimination, punitive laws, police violence and ineffective access to justice continue to fuel the HIV epidemic.

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In Pakistan, the HIV epidemic continues to be concentrated among key populations, who often represent highly ostracized and stigmatized segments within all societies. They are not only rejected socially but further marginalized through legal frameworks that have cast them as criminals. Criminal laws and discriminatory practices based on moral judgment, superstition, ancient beliefs, fear and misinformation, punish instead of protect. They drive at-risk communities underground, preventing them from accessing lifesaving treatment and prevention and heightening their risk for HIV.

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### **C. Description of Assignment:**

In 2022-23, UNDP Pakistan's Project Management Unit (PMU), in collaboration with other key partners (including UNAIDS, and target key populations, including TG, FSW and MSM,) will lead the national legal environment assessment to strengthen efforts on access to justice for key populations linked with overall HIV prevention (specifically efforts to address stigma and discrimination), testing and treatment interventions in Pakistan.

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  - women, HIV and the law;
  - children, young people, HIV and the law;
  - criminal laws affecting key populations such as sex workers, men who have sex with men (MSM)
  - transgender people and people who use drugs; and/or
  - access to treatment;

- Examining the extent, efficacy and impact of the current legal and policy framework, including:
  - examining laws that protect against discrimination and human rights abuses and promote universal access to HIV-related health care, including anti-discrimination laws, laws that protect the rights of women, children and young people, health laws that promote patients' rights, and intellectual property laws that promote access to treatment, among others;
  - reviewing punitive laws that block access to services for key populations, including criminal laws that criminalize HIV transmission or exposure, sex work, same-sex relationships, provision of harm reduction programs to people who use drugs; coercive health laws that deny patients' health rights; and immigration laws that create travel restrictions for people living with HIV, among others;
  - finding out the extent to which populations know their rights, and service providers, lawmakers and law enforcers are sensitized to HIV-related legal and human rights issues to enable effective implementation of services, access to justice and enforcement of HIV-related laws;
  - identifying the impact of the current legal framework on key populations and on universal access to HIV prevention, treatment, care and support; and
  - noting, where relevant, lessons learned during the process of developing, implementing and enforcing laws, regulations and policies relevant to HIV and AIDS, including those that are barriers to the development, implementation and enforcement of protective frameworks;
- identifying strengths, gaps and challenges in the legal and policy framework in terms of alignment with national, regional and international human rights commitments, guidance, best practice and lessons learned from foreign jurisdictions (where relevant) and in terms of addressing key HIV, legal and human rights issues and promoting effective responses to HIV; and
- recommending measures to:
  - strengthen the development, implementation, monitoring and enforcement of protective laws;
  - remove or amend punitive laws;
  - strengthen awareness of protective laws and services among communities and service providers; and
  - improve access to justice and law enforcement in the context of HIV and AIDS.

In this vein, PMU-UNDP intends to engage a national LEA Task team led by a National HIV/AIDS Policy & Legislative Expert, as a lead consultant (with a support consultant) to conduct the legal environment assessment, including, but not limited to, the aforementioned thematic areas.

The LEA will include a comprehensive consultative process across Pakistan with all stakeholders led by the expert, in collaboration with the junior consultant, PMU-UNDP and key partners (including UNAIDS, relevant government institutions and civil society) as required and outlined in the LEA manual.

The junior consultant will provide support to the lead expert in the research, desk review, consultative process (including coordination with key stakeholders and partners) and drafting of the report for the LEA.

#### **D. Scope of Work:**

A five-stage process will be followed to support the national LEA with the involvement of all key stakeholders and the establishment of a Technical Working Group which is as follows:

- (1) Planning
- (2) Assessment
- (3) Feedback and finalization
- (4) Dissemination, implementation and impact
- (5) Documenting the process: communication, monitoring and evaluation, coordination



In light of guidance from the LEA manual, the HIV Legal & Human Rights Expert will work closely with the junior consultant, PMU-UNDP and key partners (such as UNAIDS and others) to provide research, analytical, coordination, implementation and writing support throughout the process of the national LEA. The scope of work is outlined as follows:

#### **6. Inception Report & Work-Plan of Legal Environment Assessment (LEA)**

- Lead the planning phase through a consultative process/dialogue involving UNDP, key partners (UNAIDS and others) and a range of key stakeholders to discuss and finalize the purpose and scope of the LEA, key issues for priority focus during the LEA, suggested laws, regulations and policies to be included in the desk review, recommended stakeholders to be consulted during the review and roles, responsibilities and composition of relevant partners in the process, including a participatory body to guide, support and oversee the review process.
- Develop a draft inception report and work-plan clearly setting out: the process/methodology to be followed in the legal environment assessment; activities to be undertaken; inventory of laws; regulations, policies and other documents to be reviewed; list of key stakeholders/focus groups to be consulted; interview and focus group discussion tools and/or questionnaires, measures to be taken to protect the confidentiality of informants and focus group members where necessary and a report of the consultative planning stage, as agreed with UNDP and key strategic partners (with guidance from Annex 3 of LEA Manual).
- Finalize inception report and work-plan as per feedback received from PMU-UNDP and key partners and submit for approval.

#### **7. Report on Desk Review of HIV, Law & Human Rights in Pakistan**

- Lead a comprehensive desk review of relevant international and regional commitments, national laws, regulations and policies, as well as research reports, submissions and case studies relevant to HIV, law and human rights in Pakistan
- As part of the desk review, conduct and design interviews, consultations, surveys, questionnaires, and/or focus group discussions with key stakeholders from executive, legislative and judicial branches of government, civil society, religious organizations, traditional and community leaders, private sector and international organizations, amongst others
- Based on the desk review, the lead consultant/researcher(s) should draft a report setting out:
  - a broad overview of HIV, law and human rights in the country, including the HIV epidemic; information regarding key populations at higher risk of HIV exposure, and HIV, legal and human rights issues of concern such as: discrimination laws; women, HIV and the law; children, young people, HIV and the law; criminal law and HIV; and access to treatment;
  - the broader framework/standard set by international, regional and national human rights obligations as well as guidance and best practices on legal and policy responses to HIV; and the current legal, regulatory and policy environment for responding to HIV and AIDS, with particular respect to key populations and key human rights issues and including a review of: protective laws, regulations, policies and programs which support human rights and access to health in the context of HIV and AIDS; punitive laws, regulations and policies which pose barriers to human rights and access to health in the context of HIV and AIDS; gaps and

weaknesses in the current legal, regulatory and policy framework; and recommendations for law review and reform, strengthening access to justice as well as ensuring enforcement of rights, to create an effective response to HIV and AIDS.

- Submit the national desk review report to PMU-UNDP (as well as key partners such as UNAIDS) for review and finalization.

#### **8. Research Methodology for Legal Environment Assessment in Pakistan**

- Develop research methodology (including any quantitative and qualitative research tools) for the LEA, based on input and feedback from Technical Working Group and relevant ethical approval, as needed
- Develop and finalize research tools and process for ensuring informed consent (through a structured form) and protecting confidentiality through the research process
- Elaborate a report/minute on the stakeholder interviews (as outlined in the methodology and inception/ planning discussions with UNDP, communities, and key partners such as UNAIDS), surveys, questionnaires and focus group discussions conducted as part of the research process,
- Finalize research methodology for LEA and share with PMU-UNDP and key partners (such as UNAIDS, government entities and civil society partners) for input/feedback and approval.

#### **9. Report of Legal Environment Assessment (LEA) on HIV, Laws & Human Rights in Pakistan**

- Develop a draft consolidated LEA report should include the results from the desk review (Deliverable 2) and results from other methodologies (Deliverable 3) that:
  - assesses the current legal and policy environment to respond to HIV with a specific focus on issues and/or populations of priority concern such as: discrimination laws; women, HIV and the law; children, young people, HIV and the law; criminal law and HIV and access to treatment;
  - identifies strengths, weaknesses and gaps in the current legal and policy environment, including the extent to which the current environment complies with human rights obligations,
  - addresses key issues and promotes universal access to HIV prevention, treatment, care and support; and
  - make recommendations for strengthening the legal and policy environment in the country so as to ensure a response which complies with international, regional and national human rights obligations, address key human rights issues in the context of HIV, including the rights of key populations, promote universal access, and balance public health and human rights imperatives.
- Lead a consultative validation process to provide feedback and develop consensus (utilizing the Technical Working Group as well as other available forums) on the draft findings and recommendations to all relevant stakeholders who participated in and are affected by the national LEA.
- Outline the outcomes of the final consultation/validation process and peer review process with the Technical Working Group and key stakeholders on the draft findings and recommendations

- Finalize the LEA results based on the outcome of the final consultation/validation process and review from Technical Working Group and submit to PMU-UNDP for approval as agreed in planning/inception phase.

#### **10. Communication, Dissemination and Impact Strategy of National Legal Environment Assessment**

- Develop a strategy to guide the communication, dissemination and potential impact of a concrete way forward with prioritized recommendations from the national LEA, including establishment of mechanisms and processes for future research, programming and policy reform such as advocacy, implementation plans or proposed legislation.
- Outline a short to medium term dissemination as part of the strategy to disseminate the findings of the national LEA with prioritized recommendations and key actions for a way forward.
- Finalize and submit the strategy reflecting input and review from PMU-UNDP, Technical Working Group and key partners (such as UNAIDS) for approval as agreed

#### **E. Expected Outputs**

Major outputs of the assignment will be:

1. Inception Report & Work-Plan of Legal Environment Assessment (LEA)
2. Report on Desk Review of HIV, Law & Human Rights in Pakistan
3. Research Methodology for Legal Environment Assessment in Pakistan
4. Report of Legal Environment Assessment (LEA) on HIV, Laws & Human Rights in Pakistan
5. Communication, Dissemination and Impact Strategy document of National Legal Environment Assessment

#### **F. Impact of Results:**

As a result of the national LEA, concrete recommendations for strengthening an enabling environment for an effective response to HIV will be collated, and more specifically it will generate evidence for identify gaps in the legal environment, through law/policy reviews and reform.

The national LEA will also contribute towards strengthened linkages with key strategic partners, including UNAIDS, government and CBOs (as well as key populations and communities of TG, MSM and FSWs) are envisioned by the end of 2022 through collaborative design and rollout of project activities and leveraging on knowledge and understanding on the major findings, legal environment gaps, best practices, lessons learned and what immediate, medium, and long-term practical actions for improving existing capacities are available to be capitalized upon for law and policy reform.

#### **G. Institutional Arrangement:**

The duration of this assignment is 100 working days spread over a period of nine months. The duration of the contract will be from 01<sup>st</sup> January 2023 till 30<sup>th</sup> September 2023. The lead expert will report to the Team lead and Program Specialist of project. The junior consultant will report to the lead expert in planning, designing and implementing the LEA process.

The duty station for this assignment will be home-based with travel to different cities of Pakistan as per proposed schedule of travel for consultative process.

UNDP will review and approve deliverables, after satisfying all reviews from other stakeholders, where applicable. UNDP will organize all logistics and other arrangements for participants of events (including, but not limited to, consultative sessions, focus groups, key information interviews and other relevant activities) as per guidance and input from national expert.

UNDP will facilitate all required ethical clearance and facilitation from the respective authorities, where required.

#### H. Scope of Bid Price and Schedule of Payment

UNDP will pay the consultancy amount for the services provided based on the agreed financial proposal (based on the deliverables)). Each payment will be made at the completion of each deliverable upon submission of a draft report approved by the competent authority.

The financial proposal must include the total lump-sum amount and any additional travel/living costs which will be paid by the expert as per need for the duration of the assignment.

A tentative travel plan for the experts is appended below:

No.	Location	Proposed travel dates	Comments
Tentative Consultations Schedule (TBC)			
1.	Islamabad	Dec 2022-Jan 2023 (TBC)	These costs include air or road travel (as appropriate), accommodation and transport to and from the venue.
2.	Lahore	Dec 2022-Jan 2023 ( TBC)	
3.	Karachi	Jan-Feb 2023 (TBC)	
4.	Quetta	Jan-Feb 2023 (TBC)	The travel dates will be confirmed once the methodology is approved.
5.	Peshawar	Jan-Feb 2023 (TBC)	
Tentative Launch Event Schedule (TBC)			
6.	Islamabad	Feb-March 2023 (TBC)	The launch event will be held in Islamabad after the report is approved, finalized and published

Based on the location of the successful candidate the travel costs will be adjusted.

Deliverables and payment schedule is given below for each deliverable:

Deliverables/ Outputs	Working Days	% of Payment	Estimated timeline
Submission and approval of Inception Report & Work-Plan of Legal Environment Assessment (LEA)	15	15%	December 2022
Report on Desk Review of HIV, Law & Human Rights in Pakistan	20	20%	January 2023
Research Methodology for Legal Environment Assessment in Pakistan	20	20%	March 2023
Report of Legal Environment Assessment (LEA) on HIV, Laws & Human Rights in Pakistan	30	30%	May 2023
Communication, Dissemination and Impact Strategy document of National Legal Environment Assessment	15	15%	July 2023



## Personal History Form

**INSTRUCTIONS:** Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions. If you need more space, attach additional pages of the same size.

**1. Family name (surname)** **2. First names** **3. Maiden name, if applicable**

**4. Date of birth**  
day month year

**5. Place of birth**

**6. Nationality at birth**

**7. List all your current nationality(ies)**

**8. Gender**

Male ☐ Female ☐

**9. Marital status** Single ☐ Married ☐ Separated ☐ Widow(er) ☐ Divorced ☐

**10.** Entry into United Nations service might require assignment and travel to any area of the world in which the United Nations has responsibilities. Do you have/experience any condition/situation which might limit your prospective field of work or your ability to engage in air travel?

No ☐ Yes ☐ If "Yes", please describe:

**11. Permanent address**

Telephone No.

**12. Present address** if different from that indicated in box 11

Telephone No.

**13. Telephone numbers**

Home/Mobile;  
Work;

**14. Personal and/or professional e-mail address:**

**15.** Have you any dependents? Yes ☐ No ☐ If the answer is "Yes", give the following information:

Name	Date of birth	Relationship	Name	Date of birth	Relationship

<b>16. Have you taken up legal permanent residence status in any country other than that of your nationality?</b> No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", which country(ies)?	<b>17. Have you taken any steps towards changing your present nationality?</b> No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", explain fully:
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<b>18. Are any of your family members (spouse/partner, father/mother, brother/sister, son/daughter) employed in the UN Common System, including UNDP? Yes <input type="checkbox"/> No <input type="checkbox"/> If "Yes", give the following information:</b>		
<b>Name</b>	<b>Relationship</b>	<b>Name of Organization &amp; Duty Station</b>

<b>19. Do you have any other (extended) family members employed by UNDP? No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", give the following information:</b>		
<b>Name</b>	<b>Relationship</b>	<b>Name of Unit &amp; Duty Station</b>

<b>20. Would you accept employment for less than six months?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>21. Have you been interviewed for any UNDP positions in the last 12 months? If so, for which post(s)?</b>
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<b>22. Languages – indicate mother tongue 1<sup>st</sup></b>	Ability to operate in the listed language(s) in a work environment			
	<b>Read</b>	<b>Write</b>	<b>Speak</b>	<b>Understand</b>
	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient

	<input type="checkbox"/> proficient	<input type="checkbox"/> proficient	<input type="checkbox"/> proficient	
	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient
	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient	<input type="checkbox"/> none <input type="checkbox"/> limited <input type="checkbox"/> working knowledge <input type="checkbox"/> proficient

**23.** For General Service support level posts only, indicate if you have passed the following tests:

UN/ASAT – Administrative Support Assessment Test (formerly known as clerical test):

No ☐ Yes ☐ if “Yes”, date taken:

UNDP/AFT – UNDP Accountancy and Finance Test: No ☐ Yes ☐ if “Yes”, date taken:

**24. EDUCATION:** Give full details - NB Please give exact titles of degrees in original language

Degrees claimed in the job application (even if they are not a requirement for the post) must be completed at the time of the application.

UNDP only recognizes degrees and diplomas from educational institutions that have been recognized or otherwise approved by competent authorities at the time that they were obtained. Degrees requiring little or no actual course work, degrees awarded for payment of fees only, and degrees granting substantial credits for “lifetime achievements” or “life/work experience” will normally not be recognized. Incomplete degrees are unacceptable to UNDP, regardless of whether they are associated with a recognized higher educational institution.

A. List all educational institutions attended, including secondary school, and diplomas/degrees or equivalent qualifications obtained (highest level education first). Give the exact name of the institution and the title of degrees, diplomas, etc. (Please do not translate or indicate equivalent degrees).

Name, place and country	Attended from/to Mo/Year Mo. /Year		Degrees / Diplomas obtained	Main course of study	In person or online/remote?

<b>B. Post-qualification training courses / learning activities</b>					
Name, place and country	Type	Attended from/to Mo/Year   Mo. /Year		Certificates or Diplomas obtained	In person or online/remote?
<b>C. UN Language Proficiency Exams (if any)</b>					
<b>D. UNDP Certification Programmes (if any)</b>					
<b>25. List membership of professional societies and activities in civic, public or international affairs</b>					



<b>26. List any significant publications you have written (do not attach them) or any special recognitions you have received</b>						
<b>27. Have you already been issued a UN Index Number?</b> No <input type="checkbox"/> Yes <input type="checkbox"/> If "Yes", please indicate this number:						
<b>28. EMPLOYMENT RECORD:</b> Starting with your present post, list in reverse order every employment you have had. Use a separate block for each employment. Include service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Provide gross salary per annum and <b>indicate currency</b> for your last or present post.  Are you a current or former UNV? Yes <input type="checkbox"/> No <input type="checkbox"/> If "Yes", please indicate roster number:						
<b>A. PRESENT POST (Last post, if not presently employed)</b>						
FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):		
Month/Year	Month/Year	Starting (gross)	Final (gross)			
NAME OF EMPLOYER:				TYPE OF BUSINESS:		
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ADDRESS OF EMPLOYER				NAME OF SUPERVISOR:		
				E-mail Address and Telephone No. of Supervisor:		
				Do/did you supervise staff? If so:		
				Number of professional staff supervised: Number of support staff supervised:		

Description of your duties and related accomplishments:			
Reason for leaving:			
<b>B. PREVIOUS POSTS (In reverse order i.e. most recent post first)</b>			
FROM	TO	SALARIES PER ANNUM	FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
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			Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:
Description of your duties and related accomplishments:			
Reason for leaving:			
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Description of your duties and related accomplishments:					
Reason for leaving:					

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ADDRESS OF EMPLOYER				NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:	

				Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:
Description of your duties and related accomplishments:				
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ADDRESS OF EMPLOYER				NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:
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Month/Year	Month/Year	Starting (gross)	Final (gross)	
NAME OF EMPLOYER				TYPE OF BUSINESS:
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<b>Type of contract:</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> 100 Series  <input type="checkbox"/> Permanent  <input type="checkbox"/> FTA  <input type="checkbox"/> SC </div> <div style="width: 30%;"> <input type="checkbox"/> 200 series  <input type="checkbox"/> Indefinite  <input type="checkbox"/> TA  <input type="checkbox"/> UNV </div> <div style="width: 30%;"> <input type="checkbox"/> ALD/300 series  <input type="checkbox"/> Continuing  <input type="checkbox"/> SSA / IC  <input type="checkbox"/> Other </div> </div>				
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Description of your duties and related accomplishments:				
Reason for leaving:				
FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year	Starting (gross)	Final (gross)	
NAME OF EMPLOYER				TYPE OF BUSINESS:  EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)
				<b>Type of contract:</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> 100 Series  <input type="checkbox"/> Permanent  <input type="checkbox"/> FTA  <input type="checkbox"/> SC </div> <div style="width: 30%;"> <input type="checkbox"/> 200 series  <input type="checkbox"/> Indefinite  <input type="checkbox"/> TA  <input type="checkbox"/> UNV </div> <div style="width: 30%;"> <input type="checkbox"/> ALD/300 series  <input type="checkbox"/> Continuing  <input type="checkbox"/> SSA / IC  <input type="checkbox"/> Other </div> </div>
				NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:  Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:
ADDRESS OF EMPLOYER				NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:  Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:
Description of your duties and related accomplishments:				
Reason for leaving:				
FROM	TO	SALARIES PER ANNUM		

Month/Year	Month/Year	Starting (gross)	Final (gross)	FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):	
NAME OF EMPLOYER				TYPE OF BUSINESS:	
				EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)	
				<b>Type of contract:</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> 100 Series  <input type="checkbox"/> Permanent  <input type="checkbox"/> FTA  <input type="checkbox"/> SC </div> <div style="width: 30%;"> <input type="checkbox"/> 200 series  <input type="checkbox"/> Indefinite  <input type="checkbox"/> TA  <input type="checkbox"/> UNV </div> <div style="width: 30%;"> <input type="checkbox"/> ALD/300 series  <input type="checkbox"/> Continuing  <input type="checkbox"/> SSA / IC  <input type="checkbox"/> Other </div> </div>	
ADDRESS OF EMPLOYER				NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:	
				Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:	
Description of your duties and related accomplishments:					
Reason for leaving:					
<b>29. Have you any objections to our making inquiries of:</b> (a) your present employer?    No <input type="checkbox"/> Yes <input type="checkbox"/> (b) your previous employers?    No <input type="checkbox"/> Yes <input type="checkbox"/>					
<b>30. Are you now, or have you ever been, a national civil servant in your government?</b> No <input type="checkbox"/> Yes <input type="checkbox"/>					
If "Yes", Indicate dates of service:                      Functions:                      Country:					
<b>31. References: list <b>three</b> persons not related to you who are familiar with your character and qualifications and who may be contacted for a reference</b>  UNDP will not seek a reference from your <i>current</i> employer without obtaining prior consent. However, please note that UNDP may seek references from your former employers.					
Full Name		Full Address, including E-Mail Address and Telephone Number		Name of Organization, Business or Occupation	


**32.** State any other relevant facts in support of your application. Include information regarding any periods of residence outside the country of your nationality

**33.** Have you ever been convicted, fined, or imprisoned for the violation of any law (excluding minor traffic violations)?  
 No ☐ Yes ☐ If "Yes", give full particulars of each case in an attached statement

**34.** Have you ever had disciplinary measures imposed on you, including dismissal or separation from service, on the grounds of misconduct?  
 No ☐ Yes ☐ If "Yes", give full particulars of each case in an attached statement.

**35.** Have you ever been separated from service on the grounds of unsatisfactory performance?  
 No ☐ Yes ☐ If "Yes", give full particulars of each case in an attached statement.

**36.** I certify that the information I have provided in the present document is true, complete and correct to the best of my knowledge. I understand that any misrepresentation or material omission made in this document may lead to the termination of my appointment or to dismissal. I understand this also applies to any other information or document requested by the Organization for the purpose of my recruitment to and employment with UNDP.

In connection with this application, I authorize former employers and educational institutions to release information about my background to UNDP or its agent. My signature below releases the aforesaid parties providing information about me from any liability whatsoever in collecting and disseminating the information obtained.

**DATE:**      **SIGNATURE:** \_\_\_\_\_

**Note:**

Applications for employment at UNDP must include a completed and signed Personal History form (P.11). By submitting a Personal History form, the applicant authorizes UNDP or its agent to verify and validate all information provided in the P.11. The P.11 form is not valid without signature. The signed P.11 form serves to release any party cited in the form from any liability whatsoever for releasing information to UNDP or its agent.

You may be requested to provide documentary evidence of 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 originals of any references, testimonials or certificates of academic achievement unless they have been obtained for the sole use of UNDP.

If Degrees/Certificates are in foreign language, you may be required to provide official English translation at time of request.



## INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

### GENERAL CONDITIONS OF CONTRACT 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 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 Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor’s performance under the 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 Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the 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 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 Contract. In the performance of the 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 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 Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the 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 Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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 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 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 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 Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the 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 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 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 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 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 Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the 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 care 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 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 Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

**6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the 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, licences or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the 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 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 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 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 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 Contract, which give rise to legal liability to anyone not a party to the 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 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 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 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 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 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 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 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 Contract.

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 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 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 Contract.

*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 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 Contract

**13. TERMINATION:** Either party may terminate the 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 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 Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is 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 Contract.

In the event of any termination of the 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 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 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 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 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 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 Contract. Additional costs incurred by UNDP resulting from the termination of the 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 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. AUDITS AND INVESTIGATIONS:** 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 Contract and for a period of two (2) years following the expiration or prior termination of the 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 Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the 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 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 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 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 Contract, order the termination of the 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 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 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 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) 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 Contract, the cause of action accrues when such time of future performance actually begins,

**19. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

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**PROPOSAL SUBMISSION FORM**

**Dear Sir/Madam,**

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I undersigned, offer to provide individual consulting for **“Pak-HIV-UNDP-IC-2022-021”** to UNDP Pakistan in accordance with the Price Schedule attached herewith and made part of this proposal.

I undertake, if my proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this proposal for a period of **90 days** from the date fixed for opening of proposal in the invitation for proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any proposal you may receive.

Dated: this -----day of -----2022

**Name and Signature**



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

Date \_\_\_\_\_

*(Name of Resident Representative/Bureau Director)*

United Nations Development Programme

*(Specify complete office address)*

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 *[indicate title of assignment]* under the *[state project title]*;
- 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 *[delete this item if the TOR does not require submission of this document]*;
- E) I hereby propose to complete the services based on the following payment rate: *[please check the box corresponding to the preferred option]*:
  - ☐ An all-inclusive daily fee of *[state amount in words and in numbers indicating currency]*
  - ☐ 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:

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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 Email 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.

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**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)

**FINANCIAL PROPOSAL**

The Consultant is required to prepare the Price Schedule as a separate document from the rest of the technical response. All prices/rates quoted must be in **PKR**. The format shown below should be used in preparing the price schedule.

Sr. #	Description/Break-up of Financial Proposal	No of Working Days	Unit Cost (PKR)	Total Cost (PKR)
A.	Consultancy Fee:			
B.	Travel			
C	Others			
<b>Total</b>				

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Amount (Currency)
Total	100%	.....

*\*Payment shall be made based on the deliverables agreed in the final contract that will be signed with the selected candidate.*

Name: .....

Signature: .....

Date: .....