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**Барномаи Рушди Созмони Милали Муттаҳид**

**United Nations Development Programme**

**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE**

14.01.2019

**Country:** Tajikistan

**Programme/Project name:** Strengthening human resources, legal frameworks, and institutional capacities to implement the Nagoya Protocol (ABS project)

**Description of Assignment:** International Consultant – Gender Expert on the role of women in the development of the value chain of genetic resources

**Period of assignment/services:**  20 working days (during the period February – April 2019) with one mission to Tajikistan

**Type:** Individual Contract

**Deadline:** 28 January 2019

**Application procedures:**

Interested candidates are strongly encouraged to apply online via website [www.jobs.undp.org](http://www.jobs.undp.org):

- In order to be considered in the long list of applicants please go to the Registration link, register your account and upload CV. (If you already have a registered account, please use your login and password for further applying)

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- Further, in the list of announced vacancies click on apply link beside the Vacancy post. You will be receiving a confirmation e-mail in short period to the address indicated in your account.

- Additional documents should be sent to e-mail address [ic.tj@undp.org](mailto:ic.tj@undp.org) , for proper evaluation:

• Proposal:

- stating your interest and qualifications for the advertised position

- provide a brief methodology on how the consultant will approach and conduct the work

• Financial proposal

• Personal CV including past experience in similar projects and at least 3 references

Please, note that incomplete applications will not be further considered. Please, make sure you have provided all requested materials.

Candidates should submit the above-mentioned materials by 28 January 2019 via e-mail to [ic.tj@undp.org](mailto:ic.tj@undp.org). Title of assignment should be written in the subject line of the email.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail: [ic.tj@undp.org](mailto:ic.tj@undp.org)

1. **PROJECT DESCRIPTION**

The Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS), an agreement under the Convention on Biological Diversity, was adopted on 29 October 2010 in Nagoya (Japan) and entered into force on 12 October 2014, it provides a transparent legal framework for the effective implementation of the 3rd objective of the Convention on Biological Diversity (CBD). The Protocol applies to genetic resources that are covered by the CBD and to the benefits arising from their utilization, it also covers traditional knowledge (TK) associated with genetic resources held by indigenous and local communities. Contracting parties to the Nagoya Protocol need to fulfil core obligations to take measures in relation to access to genetic resources, benefit-sharing and compliance.

The UNDP-GEF Global ABS Project *“Strengthening human resources, legal frameworks, and institutional capacities to implement the Nagoya Protocol*” is a 3-year project that specifically aims at assisting 24 countries in the development and strengthening of their national ABS frameworks, human resources, and administrative capabilities to implement the Nagoya Protocol. The project seeks to achieve this through its 4 components, namely:

* Component 1: Strengthening the legal, policy and institutional capacity to develop national ABS frameworks;
* Component 2: Building trust between users and providers of genetic resources to facilitate the identification of bio-discovery efforts; and
* Component 3: Strengthening the capacity of indigenous and local communities to contribute to the implementation of the Nagoya Protocol.
* Component 4: Implementing a Community of Practice and South-South Cooperation Framework on ABS.

The implementation of the Nagoya Protocol in Tajikistan similarly to the other participating countries will unleash a wide range of monetary and non-monetary benefits for providers of genetic resources. Some of these benefits should be reinvested in the conservation and sustainable use of the biological resources from where the genetic resources were obtained. This will fulfil the three objectives of the Convention on Biological Diversity.

As per the approved Multi-year Annual Work Plan for 2018-19 for Tajikistan, the project will proceed with the recruitment of a consultant to i) conduct an initial web-based seminar (webinar) aimed at introducing the methodology of Mind Your Step! gender mainstreaming analytical tool developed by the UNDP-GEF Global ABS Project, ii) performing a comprehensive gender analysis of the roles played by women and men in ABS value chain based on a selected genetic resource (Ferula), iii) conducting a final 1-day seminar for networking and inspiration with a purpose to spread the results and define further steps in the process.

1. **PURPOSE**

UNDP in Tajikistan is seeking for an International Consultant, who, in close coordination with the project country team including, at minimum, the National Project Coordinator and relevant officers at NBBC, UNDP Country Office, the Gender Focal Point and the Regional Project Specialist from the Global ABS project team will provide a clear orientation and high-quality advisory services to mainstream gender into Access and Benefit Sharing Value Chains. The consultant should ensure that best international practices and principles of the Nagoya Protocol are incorporated when developing the value chain and conducting gender analysis at the national level.

1. **THE SCOPE OF WORK**

The consultant should ensure that best international practices and principles of the Nagoya Protocol are incorporated when developing the value chain and conducting gender analysis at the national level. The consultant will be responsible for the provision of the following services:

1. Conduct a desk-review of the available secondary data on the roles played by women and men in the management and conservation of the selected genetic resource;
2. Formulate a questionnaire/survey with a purpose to select primary data, targeted to focus groups who work within the framework of the ABS chosen value chain;
3. Provide a review of the questionnaire in a dialogue with the representative office in order to ensure the components of the chosen ABS value are appropriate and valid;
4. The country office conducts the interviews based on the questionnaire; the answers will be reviewed and necessary feedback for their finalization will be provided.
5. Conduct the analysis of the primary data provided from the survey answers by implementing the Mind Your Step! gender toolkit (in coordination with the Gender Focal Point of the Global ABS Project);
6. Propose a number of recommendations on how to mainstream gender onto ABS value chain components in Tajikistan (in coordination with the Gender Focal Point of the Global ABS Project);
7. Plan, organize and set up an agenda for the final 1-day seminar in coordination with the country office;
8. Present the results of the analysis and provide key recommendations as one of the activities during the seminar;
9. Provide further support to the engagement of civil society, local municipalities, and private sector representatives to ensure further meaningful contribution of the recommendations to facilitate the achievement of gender-responsive ABS value chains in the country.
10. **DELIVERABLES:**

The following deliverables and indicative schedule are expected from the consultancy contract. The final schedule will be agreed upon in the beginning of consultancy assignment.

|  |  |  |
| --- | --- | --- |
| ***#*** | ***Deliverable*** | ***Approx.***  ***Timeframe*** |
|  | Deliverable 1. Methodology explaining how the deliverables of this constancy will be approached and sequenced to ensure coordination with all stakeholders/parties involved | *within 1 week after the contract signing* |
|  | Deliverable 2: Conduct a participatory analysis of the underlying gender dynamics using the MIND Your Step gender tool in the Ferula ABS value chain | March 2019 |
|  | Deliverable 3. A report which includes the actionable recommendations and identified entry points for design a gender smart ABS value chain to ensure that women, men, youth and elderly benefit fully from the proposed ABS interventions is generated | March 2019 |
|  | Deliverable 4. Preparation and presentation of the report on the results during the final 1-day seminar including key recommendations on how to mainstream gender onto ABS value chain components in Tajikistan | April 2019 |

1. **DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.**

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

* Technical Proposal: a brief methodology on how the consultant will approach and conduct the work;
* Financial proposal;
* Personal CV including past experience in similar projects.

1. **FINANCIAL PROPOSAL**

* **Lump sum contracts**

The financial proposal shall specify a total lump sum amount with the breakdown of:

1. daily consultancy fee
2. travel\* (air tickets/visa/transportation expenses)
3. living allowances\*

*\* Regardless of purpose of travel, the prevailing price for an economy class tickets serving the most direct routes to be travelled shall apply for all ICs. In general, UNDP should not accept travel costs exceeding those of a full-fare economy class ticket. Individual Contractors wishing to upgrade their travel to business or first class shall do so at their own expense.*

*\* ICs may allocate living allowances for them when an assignment requires travel, and include such allowances in their financial proposals. Such living allowances may be lower or equal to UN DSA rates, but under no circumstance should they be higher than UN DSA rates. (UN DSA rate for Dushanbe - 170 USD, for Regional Centers – 90 USD and elsewhere - 51 USD)*

**6. TRAVEL**

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

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses shall be agreed upon, between UNDP Tajikistan and the contracted Individual Consultant, prior to travel and will be reimbursed.

One (1) mission to Tajikistan is planned under this assignment. The expert, in consultation with the country team, will indicate the period of the missions to be conducted and the duration of each mission in accordance with national needs. Mission expenses will be included in the total payment in accordance with UNDP rules and regulations. Tentative planning should be developed at the introductory stage after hiring a consultant. In case if another (second) mission will be required under this assignment, it will be duly incorporated.

**7. EVALUATION**

Individual consultants will be evaluated based on the cumulative analysis methodology. The award of the Contract shall be made to the individual consultant whose offer has been evaluated as responsive/compliant/acceptable and having received the highest score out of the below set weighted technical and financial criteria:

\* Evaluation of Technical Proposal: Criteria weight – 70%;

\* Evaluation of Financial Proposal: Criteria weight – 30%.

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Weight** | **Max. Point** |
| **Technical** | **70%** | **70** |
| Educational background |  | 10 |
| Technical proposal outlining the methodology and approaches to the process of the project proposal development. |  | 20 |
| At least 3 years of experience in gender mainstreaming in the fields of environment, biodiversity and/or natural resources management. Specific experience with regards to gender mainstreaming into nature-based value chains is an advantage. |  | 25 |
| Previous work experience in the region of Central Asia or the CIS on issues related to access to genetic resources and benefit-sharing |  | 15 |
| **Financial** | **30%** | **30** |

Only candidates obtaining a minimum of 49 points for Technical Proposal would be considered for the Financial Evaluation.

**PAYMENT**

Payments are based upon output, i.e. upon delivery of the services specified in the TOR that contributed to the overall project deliverables as stated above under “Expected Deliverables.

**ANNEXES:**

**ANNEX 1 – TERMS OF REFERENCES (TOR)**

**ANNEX 2 – FINANCIAL PROPOSAL FORM**

**ANNEX 2 – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**ANNEX 3 – SAMPLE INDIVIDUAL CONTRACT**

**Since UNDP currently has a majority of male employees, we strongly encourage qualified female applicants for this position. UNDP seeks to ensure that male, female employees are given equal career opportunities, and that staff members are able to keep an appropriate balance between work and private life.**

**ANNEX 1 – TERMS OF REFERENCES (TOR)**

TERMS OF REFERENCE



**International Consultant to conduct research on the role of women in the value chain of FERULA for the ABS project in Tajikistan**

Project Title: Strengthening human resources, legal frameworks, and institutional capacities to implement the Nagoya Protocol (ABS project)

Type of Contract: IC (Consultant)

Languages: Russian and English

Duration: February – April 2019 (20 working days) with one mission to Tajikistan

Location: Tajikistan

1. Introduction:

The Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization (ABS), an agreement under the Convention on Biological Diversity, was adopted on 29 October 2010 in Nagoya (Japan) and entered into force on 12 October 2014, it provides a transparent legal framework for the effective implementation of the 3rd objective of the Convention on Biological Diversity (CBD). The Protocol applies to genetic resources that are covered by the CBD and to the benefits arising from their utilization, it also covers traditional knowledge (TK) associated with genetic resources held by indigenous and local communities. Contracting parties to the Nagoya Protocol need to fulfil core obligations to take measures in relation to access to genetic resources, benefit-sharing and compliance.

The UNDP-GEF Global ABS Project “Strengthening human resources, legal frameworks, and institutional capacities to implement the Nagoya Protocol” is a 3-year project that specifically aims at assisting 24 countries in the development and strengthening of their national ABS frameworks, human resources, and administrative capabilities to implement the Nagoya Protocol. The project seeks to achieve this through its 4 components, namely:

* Component 1: Strengthening the legal, policy and institutional capacity to develop national ABS frameworks;
* Component 2: Building trust between users and providers of genetic resources to facilitate the identification of bio-discovery efforts; and
* Component 3: Strengthening the capacity of indigenous and local communities to contribute to the implementation of the Nagoya Protocol.
* Component 4: Implementing a Community of Practice and South-South Cooperation Framework on ABS.

The implementation of the Nagoya Protocol in Tajikistan similarly to the other participating countries will unleash a wide range of monetary and non-monetary benefits for providers of genetic resources. Some of these benefits should be reinvested in the conservation and sustainable use of the biological resources from where the genetic resources were obtained. This will fulfil the three objectives of the Convention on Biological Diversity.

* 1. Tajikistan Context:

Tajikistan is a predominantly mountainous country in Central Asia, with 93% of its territory composed of mountains. It is divided into plains and low mountains (300 to 1,600 masl) with desert savannoide flora and fauna with gray desert soils; midlands (1,600 to 2,800 masl) with mountain woodlands and forests and brown mountain soil; highland zones (2,800 to 4,500 masl) with alpine cold desert flora and fauna, with meadow-steppe, steppe, zang, and desert soils; and nival zones (4,500 masl) with cryophyte flora with skeletal soils. The country’s flora and fauna make up 1.9% of the world’s species. With wild relatives of cultivated plants totaling 1,000 species, in addition to 1,132 endemic species, floral diversity in Tajikistan is relatively rich considering the small size of the country. Of particular importance are plants grown for food that comprise about 300 species, while the gene bank for grain, leguminous, and oil crops contains about 3,000 specimens. Medicinal plants are the basis of traditional medicine, which is widely used by the population in their daily lives. Additionally, there are 81 species of mammals and 385 species of birds, two species of amphibians, 49 species of fish, and 12,000 species of invertebrates. A prominent feature is the large number of animals endemic to Tajikistan. An increase in economic development and activity in the past years is the main cause of changes in biodiversity and loss. Owing to soil degradation, arable land had decreased by 3.2% over the last 15 years. In the last 15 to 20 years, the population has increased to up to 8 million people, which has placed increased demands on biodiversity resources, which in turn has led to an increase in deforestation, grassland degradation, fishing activities, hunting of wild animals, etc. Such activities have been particularly observed in the habitats of valuable wild fruit trees. Further, drastic changes to habitats due to the direct removal of plants for wildlife hunting have led to several species being threatened with extinction.

* + 1. Legal and Institutional Context

The Republic of Tajikistan acceded to the Nagoya Protocol of the CBD in 2012 by the Decree No. 1312 as of September 17, 2012. It is expected that the implementation of the Nagoya Protocol in the country will further improve the food security and stipulate the sustainable development, conserving the biodiversity and valuable species of genetic resources. A key place in the hierarchy of legal acts in the sphere of regulation of natural management and environmental conservation belongs to the Law of the Republic of Tajikistan “On Environmental Conservation” adopted in 2011; this law is updated annually to strengthen control with regard to the preservation and use of biodiversity. The national actions are guided by the National Strategy and Action Plan on Preservation and Rational Use of Biodiversity of the Republic of Tajikistan, and implementation of the Law of the Republic of Tajikistan “On Special Protected Natural Areas.” The institutional base of biodiversity conservation consists of institutions and organizations working on studying and conserving biodiversity and its components: The Committee on Environment Protection, National Biodiversity, and Biosafety Center (NBBC); the Forestry Productive Enterprise of the Republic of Tajikistan (FPERT); and institutes of the Academy of Science specializing in biology, botany, and zoology. The Ministry for Nature Protection (MNP) provides coordination and control of meeting the requirements of the CBD and develops and implements the state policy in nature conservation and natural resources management. The main units of the MNP are specialized inspection bodies of state control and research institutions. The NBBC is in charge of coordinating activities on biodiversity conservation and implementation of the CBD through the NBSAP. The Tajik Academy of Agricultural Sciences and the Ministry of Agriculture work on the conservation and sustainable management of agricultural biodiversity, genetic resource preservation, and breeding of new agricultural plants as well as the improvement of existing varieties. Local executive administrations (such as Khukumats) provide executive tools for implementing the CBD in local communities and organizing the process of environmental education.

UNDP in Tajikistan contracted an international expert to support the identification, the drafting and assist the validation process of national legal instruments on ABS in Tajikistan. These national instruments should be clear, legally certain, efficient, adapted to national and local circumstances and coherent with other national and global ABS instruments such as the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA).

The national legal instruments to be developed should be compliant with the Nagoya protocol and the CBD. In line with national and local circumstances, the instruments shall include both a legislative and a regulatory component, including ABS sector-specific regulations, as appropriate.

The legislative component relates to the drafting or the amendment of one or several laws related to or inclusive of ABS. The regulatory component refers to ABS regulations and other practical mechanisms, including sector specific regulations.

The proposed draft ABS instruments should be based on the findings and recommendations of the national assessments, gap analyses and consultations with key national and local stakeholders as indicated in the Project Document of the Global ABS Project.

**Objectives of the assignment**

The International Consultant should provide a clear orientation and high-quality advisory services, to mainstream gender into Access and Benefit Sharing Value Chains. More specifically, the IC will conduct a participatory analysis of the underlying gender dynamics using the MIND Your Step gender tool in the Ferula ABS value chain. The IC will provide actionable recommendations and identify entry points to design a gender smart ABS value chain to ensure that women, men, youth and elderly benefit fully from the proposed ABS interventions. The consultant should ensure that best international practices and principles of the Nagoya Protocol are incorporated when developing the value chain and conducting gender analysis at the national level.

The consultant’s primary objectives are to:

1. Conduct a participatory analysis of the underlying gender dynamics using the MIND Your Step gender tool in the Ferula ABS value chain.
2. Provide actionable recommendations and identify entry points to design a gender smart ABS value chain to ensure that women, men, youth and elderly benefit fully from the proposed ABS interventions
3. Conduct a final 1-day seminar for networking and inspiration with a purpose to spread the results and define further steps in the process.

**Description of Responsibilities**

The Consultant shall work in close coordination with the project country team including, at minimum, the National Project Coordinator and relevant officers at NBBC, UNDP Country Office, the Gender Focal Point and the Regional Project Specialist from the Global ABS project team.

The consultant will be responsible for the provision of the following services:

1. Conduct a desk-review of the available secondary data on the roles played by women and men in the management and conservation of the selected genetic resource;
2. Formulate a questionnaire/survey with a purpose to select primary data, targeted to focus groups who work within the framework of the ABS chosen value chain;
3. Provide a review of the questionnaire in a dialogue with the representative office in order to ensure the components of the chosen ABS value are appropriate and valid;
4. The country office conducts the interviews based on the questionnaire; the answers will be reviewed and necessary feedback for their finalization will be provided.
5. Conduct the analysis of the primary data provided from the survey answers by implementing the Mind Your Step! gender toolkit (in coordination with the Gender Focal Point of the Global ABS Project);
6. Propose a number of recommendations on how to mainstream gender onto ABS value chain components in Tajikistan (in coordination with the Gender Focal Point of the Global ABS Project);
7. Plan, organize and set up an agenda for the final 1-day seminar in coordination with the country office;
8. Present the results of the analysis and provide key recommendations as one of the activities during the seminar;
9. Provide further support to the engagement of civil society, local municipalities, private sector representatives to ensure further meaningful contribution of the recommendations to facilitate the achievement of gender-responsive ABS value chains in the country.

**Duration:**

The consultant is expected to work 20 working days over a 3-months period.

**Deliverables:**

* Deliverable 1. to February 18th, 2019 (expected) – Methodology explaining how the deliverables of this constancy will be approached and sequenced to ensure coordination with all stakeholders/parties involved. (timeframes: within 1 week after signing the contract; payment of 10% of the total amount).
* Deliverable 2: to March 25th, 2019 (expected) - Conduct a participatory analysis of the underlying gender dynamics using the MIND Your Step gender tool in the Ferula ABS value chain. (timeframes: about 5 working days, payment of 10% of the total amount).
* Deliverable 3. to March 31st, 2019 (expected) – A report which includes the actionable recommendations and identified entry points for design a gender smart ABS value chain to ensure that women, men, youth and elderly benefit fully from the proposed ABS interventions is generated (timeframes: about 10 working days, payment of 30% of the total amount);
* Deliverable 4. to April 15, 2019 (expected) – Preparation and presentation of the report on the results during the final 1-day seminar including key recommendations on how to mainstream gender onto ABS value chain components in Tajikistan (timeframes: about 5 working days, payment of 30% of the total amount).

**Travel:**

One (1) mission to Tajikistan is planned under this assignment. The expert, in consultation with the country team, will indicate the period of the mission to be conducted and the duration in accordance with national needs. Mission expenses will be included in the total payment in accordance with UNDP rules and regulations. Tentative planning should be developed at the introductory stage after hiring a consultant. In case if another (second) mission will be required under this assignment, it will be duly incorporated.

1. Competencies:

* Ability to provide recommendations on gender issues in the framework of the Nagoya Protocol on Access to Genetic Resources and fair and equitable sharing of benefits from their use (ABS);
* Knowledge of international and domestic gender issues, the concept and principles of approach to gender policy, as well as the possibility of implementation in strategic and / or practical situations;
* Ability to work with several stakeholders on the development of the value chain and other disciplines related to genetic resources;
* Ability to apply theoretical and practical skills in the specific context of the country to determine creative, practical approaches to overcome difficult situations;
* Introduction of experience and skills / knowledge, information and best practices both inside and outside the project being implemented;
* Maintaining relationships with partners, focusing on activities and results achieved and responds positively to feedback.
* Efficiency in a team and independently.

**Qualifications**

Academic Qualifications/Education:

* Minimum Master’s degree, experience and skills / knowledge in intercultural governance related to development in the field of human rights and gender equality issues.

Experience:

At least 3 years of experience in gender mainstreaming in the fields of environment, biodiversity and/or natural resources management. Specific experience with regards to gender mainstreaming into nature-based value chains is an advantage

* A good understanding of the main issues facing the implementation of the Nagoya Protocol and the ABS regimes in the CIS region;
* Experience in facilitating national discussions with key experts and stakeholders;
* Excellent reporting skills;
* Experience in planning, managing, and coordinating multinational or regional activities is an asset;
* Previous work experience in the region of Central Asia or the CIS on issues related to access to genetic resources and benefit-sharing;
* Experience in an international organization or knowledge of UN policies, procedures and practices is an asset.

**Language skills:**

Excellent writing, editing and oral communication skills in English and Russian are required. A very good working knowledge of the other language is an advantage.

**ANNEX 2**

**BREAKDOWN OF COSTS**

**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

Having examined the Solicitation Documents, I, the undersigned, offer to provide all the services in the TOR for the sum of \_\_\_\_\_\_\_\_\_\_\_\_

This is a lump sum offer covering all associated costs for the required service (fee, meal, accommodation, travel, etc.).

**a) Breakdown of Cost by Components in (pls. indicate the currency): \_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |
| --- | --- | --- | --- |
| ***Cost components*** | ***Unit cost*** | ***Quantity*** | ***Total rate for the Contract Duration*** |
| **I. *Personnel Cost*** |  |  |  |
| Professional fee |  |  |  |
| Life insurance |  |  |  |
| Medical insurance |  |  |  |
| Communications |  |  |  |
| Other (pls. specify) |  |  |  |
| **TOTAL** |  |  |  |
| **II. *Duty Travel*** |  |  |  |
| Travel to duty station( if required) |  |  |  |
| Travel to project sites( if indicated in ToR) |  |  |  |
| Living allowance |  |  |  |
| Travel Insurance |  |  |  |
| Others (pls. specify) |  |  |  |
| **TOTAL** |  |  |  |

**b) Breakdown of Cost by Deliverables\***

|  |  |  |  |
| --- | --- | --- | --- |
| ***Deliverables***  ***[list them as referred to in the TOR]*** | ***Indicative***  ***time-frame***  ***(subject to revision)*** | ***Percentage of Total Price (Weight for payment)*** | ***Amount*** |
| Deliverable 1 |  |  |  |
| Deliverable 2 |  |  |  |
| …. |  |  |  |
| **Total** |  | 100% |  |

*\*Basis for payment tranches*

***Proposed by:***

|  |  |  |
| --- | --- | --- |
| ***Name:*** | ***Signature:*** | ***Date:*** |

**ANNEX 3**

**G E N E R A L C O N D I T I O N S O F C O N T R A C T**

**FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

1. **LEGAL STATUS:** The Individual contractor shall have the legal status of an independent contractor vis-à-visthe 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 Contract 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. **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.

**ANNEX 4**

UNITED NATIONS DEVELOPMENT PROGRAMME

Contract for the services of an Individual Contractor

**No. IC/2019/\_\_**

This Individual Contract is entered into on **\_\_\_\_\_** between the United Nations Development Programme (hereinafter referred to as “UNDP”) and **\_\_\_\_\_\_** (hereinafter referred to as “the Individual Contractor”) whose address is **\_\_\_\_\_\_\_\_\_\_\_**.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Nature of services**

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): **\_\_\_\_\_\_\_\_**.

1. **Duration**

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

1. **Consideration**

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of **\_\_\_\_\_\_\_\_\_** in accordance with the table set forth below. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

|  |  |  |
| --- | --- | --- |
| **DELIVERABLE** | **DUE DATE** | **AMOUNT IN USD** |
|  |  |  |
|  |  |  |

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

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

1. **Rights and Obligations of the Individual contractor**

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

1. **Beneficiary**

The Individual Contractor selects **\_\_\_\_\_\_\_\_\_\_** as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Mailing address, email address and phone number of emergency contact (if different from beneficiary): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at** www.undp.org/procurement **and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General’s bulletins ST/SGB/2003/13 of 9 October 2003, entitled “Special Measures for Protection from Sexual Exploitation and Sexual Abuse” and ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission”.**

**AUTHORIZING OFFICER: INDIVIDUAL CONTRACTOR:**

**­­­­­­­­­­­­­­­­­**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**