

**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE**

Date: 06/02/2018

**Country:** Tajikistan

**Description of Assignment:** International Consultant for conducting analysis of the costs of the piloting phase of development of state run legal aid system in Tajikistan

**Programme name:**  Rule of Law and Access to Justice

**Period of assignment/services:** 40 days (including 15 days in country)

**Type of Contract:** IC (Individual Consultant)

**Deadline for application:** 19 February, 2018

**Duty station:** home-based, with 2 missions to Dushanbe, Tajikistan

**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 P11 Form. (If you already have a registered account, please use your login and password for further applying)

- Filled Personal History Form should be uploaded in your account. Please upload the exact P11 form instead of CV or Resume.

- 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 they will approach and conduct the work

• Financial proposal

• P11 form/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 19 February 2018 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. **BACKGROUND**

The 2030 Agenda for Sustainable Development emphasizes the need to promote gender equality (SDG-5), to reduce inequalities (SDG-10) and to promote peaceful and inclusive societies for sustainable development, provide access to justice for all and build effective, accountable and inclusive institutions at all levels (SDG-16). The Government of Tajikistan (GoT) has adopted the National Development Strategy for the period up to 2030 and the Mid-Term Development Programme till 2020 which pave the way for country’s sustainable development agenda in the long- and mid-term development perspective. The Global and national agenda for sustainable development has been well integrated into UNDP’s Country Programme Document (2016-2020).

Over the past fifteen years, the GoT has undertaken a number of legislative and policy reforms to create the framework for an effective justice system. These legislative reforms are of relatively good quality; however, implementation of laws are generally slow, and judicial and legal institutions remain constrained by the low level of resources budgeted for this sector.

In parallel to support the ongoing legal reforms of the GoT, the international community has worked with Tajikistan’s authorities to put in place stronger governance and regulatory frameworks. Efforts have focused on the establishment of an independent, effective and accessible judicial system and the adoption of national laws in conformity with international standards. Lawyers, judges and prosecutors have received trainings with the purpose of increasing legal knowledge and judicial competence. Legal aid providers, the so called legal aid centres (LACs), have received donor support to provide consultations to the marginalized rural population, especially women.

In 2014, UNDP supported the GoT in undertaking a cost analysis for the legal aid system in Tajikistan to identify approximate expenditures for development and piloting of the state run legal aid system, including models of primary and secondary legal aid provision. UNDP’s Rule of Law and Access to Justice Programme (RoL) facilitated drafting the “Concept on Provision of Free Legal Aid” (Concept) and it’s submission to the Executive Office of the President.

The Concept was approved on 2 July 2015 by Resolution #425 of the Government of Tajikistan. The Concept identifies and divides the types of legal aid to primary – legal consultations/advice (verbal and written), and secondary – legal representation, including in courts. In order to facilitate the development of a new state run legal aid system, the State Agency Legal Aid Center (hereinafter referred as SALAC) was established on 27 November 2015 by Resolution #704 of the Government of Tajikistan. SALAC reports to the Ministry of Justice of the Republic of Tajikistan. It is the state institution responsible for testing different models of free legal aid identified in the Concept. Since its establishment SALAC has been operating 14 LACs countrywide to provide free primary legal aid and plans to expand in 2018. Moreover, Ministry of Justice through SALAC and the Union of Lawyers started piloting of free secondary legal aid on criminal cases at the end of 2017.

It is expected that piloting process will end in 2018 and there is a need to estimate, assess the financial expenditures and identify further associated realistic costs for inclusion into the state budget.

In order to get clear vision of the financial expenditures needed to manage the legal aid system during the transition period, UNDP intends to hire a short-term international consultant to conduct a cost analysis of the piloting phase of the state run legal aid system.

1. **DUTIES AND RESPONSIBILITIES**

Under the overall guidance of Assistant Resident Representative/Programme, and direct supervision of UNDP Team Leader on Governance, Rule of Law and Human Rights and Rule of Law and Access to Justice Programme Manager, the **International Consultant** will ensure the provision of services and products (commensurate with the scope of the Programme) outlined in the present ToR meeting the set quality and time standards.

The outcomes of the analysis and recommendations must be presented to the relevant state and non-state partners including the Ministry of Justice and SALAC. The tasks to be performed by the International Consultant include, but are not limited to the following:

* Develop a detailed work plan and agree with UNDP the methodology for analysis on the existing and future financial framework of the piloting phase of development of state run legal aid system;
* Conduct desk review of existing best practices and national policies and legislative frameworks concerning legal aid expenditures in development of state run legal aid system;
* In order to finalize the piloting phase, conduct cost analysis of the implementing management structure/performance and models of both primary and secondary free legal aid provision that are piloting in line with the Concept on Provision of Legal Aid in Tajikistan;
* Based on the cost analysis develop recommendations on the best (suitable for Tajikistan) management structure and piloting models of free legal aid system (both primary and secondary);
* Determine the existing sources of financing and volume of funds disbursed for piloting of state run legal aid system that are financed from the state (in kind) and donor sides, as well as from the local self-governments on annual basis;
* Study the possibility of co-financing of legal aid by beneficiaries and provide recommendations on the different models and modes of work of such kind of legal services and possibility of their implementation in Tajikistan;
* Conduct analysis and recommend the level of average salary for provision of primary legal aid and fees for court representation (secondary legal aid) in line with existing bar tariffs, state payroll practices and civil servant remuneration systems; Identify vulnerability crtiteria for the population groups which should be potentially exempt from the fees.
* Based on the review of existing (under development) means test mechanisms in the country, propose the best practical options to assess the financial status of beneficiaries for both primary and secondary legal aid;
* Provide recommendations on the establishment of sustainable and effective oversight mechanisms of the legal aid system;
* Conduct stakeholder (Ministry of Justice, SALAC, and development partners) consultations to identify major challenges and perspectives of development of state run legal aid system;
* Based on the analysis of the costs and practices, advise on the role of the responsible state institutions to estimate, formulate and defense the budget before the state fiscal institutions for functioning of state legal aid system;
* Provide recommendations on the development of quality indicators in the provision of primary and secondary legal aid;
* Draft list of issues and next steps for the state run free legal aid system to develop legislation and gradually transform to state financing;
* Presentation of the cost analysis, practices, and recommendations to all interested stakeholders at the national level;
* Provide and submit final report to UNDP and Ministry of Justice, including challenges and perspectives of implementing piloting phase, pros and cons, input and feedback on cost analysis on financial and institutional framework.

**For detailed information, please refer to Annex 1‐ Terms of Reference.**

1. **REQUIREMENTS FOR SKILLS AND EXPERIENCE**

**Education:**

* Advanced university degree (Master’s Degree or equivalent) preferably in Public Administration, Law, Management or other relevant discipline.

**Experience:**

* Extensive experience in providing consultation to countries in transition in legal aid and/or rule of law areas (at least 15 years).
* Successful practical experience in writing and conducting analysis/review of policy/strategic documents on legal aid including experience in planning and conducting surveys, studies on cost benefit analysis.
* Experience in post-Soviet context is required; Tajikistan specific development experience would be a strong advantage.
* Excellent analytical and drafting skills.
* Demonstrated facilitation, training and presentation skills

**Languages:**

* Excellent knowledge of English is required; knowledge of Russian or Tajik would be a strong advantage.

**KEY COMPETENCIES**

*Functional Competencies:*

* Professionalism;
* Communication;
* Teamwork;
* Accountability.

*Corporate Competencies:*

* Demonstrates integrity by modelling the UN’s values and ethical standards;
* Promotes the vision, mission, and strategic goals of UNDP;
* Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
* Treats all people fairly without favouritism;
* Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

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

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

Qualifications:

* ***Proposal:***
  + **Explaining why they are the most suitable for the work**
  + **Provide a brief methodology on how they will approach and conduct the work**
* ***Financial proposal***
* ***P11 form/Personal CV* including past experience in similar projects and at least 3 references**

1. **FINANCIAL PROPOSAL**

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. The Financial proposal must indicate the Professional fee only, which is required for execution of tasks.

*At any time upon the submission of the proposal, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the proposal.*

*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).*

1. **TRAVEL**

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

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

1. **EVALUATION**

Individual consultants will be evaluated based on a cumulative analysis methodology. The award of the Contract shall be made to the individual consultant whose offer has been evaluated and determined as:

a) responsive/compliant/acceptable, and

b) Having received the highest score out of a weighted set of technical and financial criteria.

\* Technical Criteria weight – 70%;

\* Financial Criteria weight – 30%;

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| --- | --- | --- |
| ***Criteria*** | ***Weight*** | ***Max. Point*** |
| ***Technical*** | ***70%*** | ***70*** |
| * Advanced university degree (Master’s Degree or equivalent) preferably in Public Administration, Law, Management or other relevant discipline. |  | *15* |
| * At least of 15 years of extensive experience in providing consultation to countries in transition in legal aid and/or rule of law areas. |  | *20* |
| * Methodology |  | *10* |
| * Successful practical experience in writing and conducting analysis/review of policy/strategic documents on legal aid including experience in planning and conducting surveys, studies on cost benefit analysis. |  | *10* |
| * Experience in post-Soviet context is required; Tajikistan specific development experience would be a strong advantage. |  | *5* |
| * Demonstrated excellent analytical and drafting skills, facilitation, training and presentation skills; Excellent knowledge of English is required; knowledge of Russian or Tajik would be a strong advantage. |  | *10* |
| ***Financial*** | ***30%*** | ***30*** |

**Only candidates obtaining a minimum of 49 points in Technical Criteria evaluation will be considered for the Financial Evaluation**.

**ANNEXES**

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

**ANNEX 2 - FINANCIAL PROPOSAL FORM**

**ANNEX 3 – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**ANNEX 4 – 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 I

TERMS OF REFERNCE

|  |  |
| --- | --- |
| **Organization:** | UNDP Tajikistan |

**Programme:** Rule of Law and Access to Justice

**Post Title:** International Consultant for conducting analysis of the costs of the piloting phase of development of state run legal aid system in Tajikistan

**Type of appointment:** Individual Contract

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* Presentation of the cost analysis, practices, and recommendations to all interested stakeholders at the national level;
* Provide and submit final report to UNDP and Ministry of Justice, including challenges and perspectives of implementing piloting phase, pros and cons, input and feedback on cost analysis on financial and institutional framework.

**DELIVERABLES AND TIMELINES**

|  |  |  |
| --- | --- | --- |
| **#** | **Deliverables** | **Approximate Timeline** |
| 1. | * Inception report including the methodology for conducting analysis of the costs of the legal aid, and the work plan of the analysis developed and agreed with UNDP; * A desk review of existing international best practices and national policies and legislative frameworks concerning legal aid expenditures of state run legal aid system is conducted and agreed with UNDP; | April 2018 |
| 2. | * Meetings with the MoJ and SALAC, including with representatives of financial institutions conducted, also data on existing financial framework as well as procedures they follow collected and key findings summed up; | May 2018 |
| 3. | * Draft cost analysis of the implementing management structure/performance and models of both primary and secondary free legal aid provision that are piloting in line with the Concept and recommendations based on available sources and volume of funds conducted and presented to MoJ and SALAC with at least the following elements: * Determination of appropriate management structure and piloting models of free legal aid system (both primary and secondary); * Determination of existing sources of financing and volume of funds disbursed for piloting of state run legal aid system that are financed from the state (in kind) and donor sides, as well as from the local self-governments on annual basis; * Analysis of possible co-financing of legal aid by beneficiaries along with recommendations on the different models and modes and prospective of their implementation in Tajikistan; * Analysis of the level of average salary for verbal legal advice and fees for court representation in line with existing bar tariffs, state payroll practices and civil servant remuneration; * Review of existing (under development) means test mechanisms in the country; * Recommendations: 1) the level of average fees for verbal legal advice and court representation in line with existing bar tariffs; 2) the best practical options of means test for both free primary and secondary legal aid; 3) different control mechanisms of utilized funds and organs performing that type of control; 4) quality indicators in the provision of legal aid; 5) sustainable and effective oversight mechanisms of the legal aid system, and 6) role of the responsible state institutions for launching, delivery, and development of the state run legal aid system; | June 2018 |
| 4. | * At least 1 working meeting with respective stakeholders to find needs for future legal aid framework conducted including data on financial implications as well as procedures they follow collected and key findings summed up; * List of issues and next steps for the state run free legal aid system to develop legislation and gradual transformation to state financing is drafted and agreed with UNDP; * A report on final analysis of costs of the legal aid is developed, recommendations provided, presentation of the report at the national level conducted, all reports are agreed with UNDP. | September 2018 |

**DURATION OF WORKS AND SERVICES**

Full time, 40 days (including 15 days in country) starting from April 1, 2018. Consultant shall make 2 business trips to the country – each consisting of up to 7 working days (approximately 15 days). Field missions within the country (to pilot districts) will also be required to meet the objectives of the ToR.

**REQUIREMENTS FOR SKILLS AND EXPERIENCE**

**Education:**

* Advanced university degree (Master’s Degree or equivalent) preferably in Public Administration, Law, Management or other relevant discipline.

**Experience:**

* Extensive experience in providing consultation to countries in transition in legal aid and/or rule of law areas (at least 15 years).
* Successful practical experience in writing and conducting analysis/review of policy/strategic documents on legal aid including experience in planning and conducting surveys, studies on cost benefit analysis.
* Experience in post-Soviet context is required; Tajikistan specific development experience would be a strong advantage.
* Excellent analytical and drafting skills.
* Demonstrated facilitation, training and presentation skills

**Languages:**

* Excellent knowledge of English is required; knowledge of Russian or Tajik would be a strong advantage.

**KEY COMPETENCIES**

*Functional Competencies:*

* Professionalism;
* Communication;
* Teamwork;
* Accountability.

*Corporate Competencies:*

* Demonstrates integrity by modelling the UN’s values and ethical standards;
* Promotes the vision, mission, and strategic goals of UNDP;
* Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
* Treats all people fairly without favouritism;
* Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

**ANNEX II**

**FINANCIAL PROPOSAL FORM**

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.).

1. **Breakdown of cost by components (in US dollars)**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ***Cost components*** | ***Unit cost*** | ***Quantity*** | ***Total rate for the Contract Duration*** |
| **I. *Personnel Cost*** |  | 40 | USD ($) |
| Professional fee |  |  |  |
| Life/medical insurance |  |  |  |
| Communications |  |  |  |
| Other (pls. specify) |  |  |  |
| **TOTAL** |  |  |  |
| **II. *Duty Travel*** | ***Unit cost*** | ***Quantity***  ***(Units)*** |  |
| Travels (2 round trips) |  | 2 |  |
| Living allowance. |  |  |  |
| Travel Insurance |  |  |  |
| Others (pls. specify) |  |  |  |
| **Duty Travel Total** |  |  |  |
| **GRAND TOTAL** |  |  |  |

*\* Transportation to project sites and for official trips are covered by the project. DSA is payable on actual number of days spent in the field.*

**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 |  |  |  |
| Deliverable 3 |  |  |  |
| **Total:** |  | 100% |  |

*\*Basis for payment tranches*

|  |  |  |
| --- | --- | --- |
| **Proposed by:** | **Signature:** | **Date:** |

**ANNEX III**

**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-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 IV**

UNITED NATIONS DEVELOPMENT PROGRAMME



Contract for the services of an Individual Contractor

**No. IC/2018/\_\_**

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 fulfilment 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.

* **The Individual Contractor is (not) required to submit a Statement of Good Health and confirmation of immunization.**

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**