



Empowered lives. Resilient nations.

November 06, 2019

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Country:	Tajikistan
Description of Assignment:	International Consultant to assist the Supreme Court of the Republic of Tajikistan in improving the quality of court decisions on family and civil issues
Period of assignment/services:	60 days within November 2019-October 2020 (27 working days for home/desk work and 33 working days of in-country mission)
Duty station:	Home-based with 2 missions to Dushanbe, Tajikistan
Type of Contract:	Individual Consultant (IC)
Application Deadline:	November 20, 2019

Application procedures

Interested candidates are strongly encouraged to apply online via website 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 Personal CV or Resume. (If you already have a registered account, please use your login and password for further applying).
- 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, 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 documents by **November 20, 2019** via e-mail to 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 email indicated above. UNDP Tajikistan will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

INTRODUCTION

Over the past fifteen years, the Government of Tajikistan 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, full implementation of laws is of a much poorer standard, and judicial and legal institutions remain constrained by the low level of resources budgeted for this sector.

UNDP has launched the Rule of Law and Access to Justice Programme composed of two interrelated projects aiming at strengthening the capacity of state bodies and the justice sector to better provide access to justice and uphold the rule of law in compliance with international commitments, and protecting the rights of people through establishing sustainable mechanisms for capacity development and oversight of justice and penitentiary institutions and ensuring greater accountability and transparency.

In 2018, a National SDG Report was developed based on thematic consultations through a broad participation of the Government, development community and CSOs. During these consultations, the possibility of using the National Policy Dialogue platform for monitoring and reporting on SDG16 was extensively discussed. Since then, the Platform is increasingly being viewed as a solid inter-agency infrastructure for SDG16 related coordination, monitoring and reporting. On July 3, 2018, at the meeting of the National Development Council under the President of the Republic of Tajikistan, the Government instructed ministries and departments to develop a list of basic indicators, including for SDG 16.1, and take measures for their implementation. UNDP Tajikistan intends to support the efforts of the Government in developing the selected SDG 16 indicators to nationalize and integrate into the existing strategic and policy documents of the country. Thus, the review of quality of judicial decisions aims to support the development of methodology and data collection under SDG 16.3 through measuring effectiveness of the Judicial and Legal Reform Programme in the Republic of Tajikistan adopted by the Government of the Republic of Tajikistan in 2019.

Currently, the Rule of Law and Access to Justice Programme has been working with the Supreme Court of the Republic of Tajikistan on provision of capacity building activity to promote better quality services from the courts. On April 19, 2019, the Government of the Republic of Tajikistan adopted the third Judicial Reform Program for 2019-2021 which provides the continuous improvement of knowledge and professional skills of judges.

Analysis of the free legal aid provided to the vulnerable population has revealed that although a legal basis for the implementation of judicial decisions is in place, there are still shortages due to a range of systemic problems. A lack of sufficient implementation of judicial acts creates not only legal problems but also social problems. When vulnerable people ask for legal assistance, the most popular claims are alimony, divorce, and housing. In cases where judges' decisions are not enforced, women and children are at risk of being deprived of their livelihoods and homes.

The results of the study "Execution of court decisions on civil and family law in Tajikistan", conducted with the support of the Programme in 2016, revealed that poorly formulated court decisions are causing problems for their enforcement. Therefore, these comprise serious problems in guaranteeing human rights and vulnerable populations' access to justice.

In addition, most often, the context of court decisions are overloaded with duplicated from case materials. So hereby, judges of different district courts of the same instances and levels issue court decisions of different formats, and with different timeframe.

Therefore, UNDP intends to engage an International consultant and national consultants to assist the Supreme Court of the Republic of Tajikistan in improving the quality of court decisions on family and civil cases. The International consultant and national consultants will work as a team in carrying out this task.

PURPOSE

The International consultant will support the national consultants to carry out a review of court decisions and elaborate a Guide for Producing Quality Decisions, containing recommendations to improve the quality of decisions and reduce the time required to render decisions.

DUTIES AND RESPONSIBILITIES

International consultant will present and discuss drafts of the Guide to judges of the Supreme Court in Tajikistan before producing a final version. S/He will then develop training modules to transmit the recommendations contained in the Guide, on the basis of which international and national consultants will hold seven trainings for judges, in cooperation with the Judicial Training Center under the Supreme Court. Finally, following the trainings, International consultant will review the analysis of decisions of judges who attended trainings, in order to measure whether and to what extent judges have improved the quality of their decisions.

Two additional independent National Consultants will be recruited to support the mission of International Consultant.

The detailed ToR is presented in Annex 2.

REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

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 favoritism;
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

Functional Competencies

- Strong background in conducting legal analysis, reporting and justice/legal surveys;
- Good knowledge of the judicial system, especially in post-soviet countries;
- Experience of work in the judiciary is an advantage;
- Demonstrable knowledge of facilitating and planning consultations;
- Demonstrated analytical and writing skills;
- Excellent interviewing and oral skills;
- Reliability and timeliness in keeping deadlines and delivering high quality products.

Academic Qualifications:

- Advanced university degree preferably in Public Administration, Law, Management or other relevant discipline.

Professional experience.

- Extensive experience in providing consultation to countries in transition in judiciary system and/or rule of law areas (at least 10 years).
- Successful practical experience in writing and conducting analysis/review of policy/strategic documents on rule of law including experience in planning and conducting surveys, studies on judiciary.
- 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

Knowledge of languages:

- Excellent knowledge of English or/and Russian is required; knowledge of Tajik would be an advantage.

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; The Methodology is a subject for evaluation.
- Financial proposal;
- Personal CV including past experience in similar projects.

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)*

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.

EVALUATION

Individual consultants will be evaluated based on the cumulative analysis methodology, by Interview Process. 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%

Technical Proposal Evaluation		Points (weights)
1	(A): Degree in law, economy, finance, political science, public administration or related field	Max 10
2	(B): Good understanding of civil law (continental) legal system , including judicial system reforms of civil law legal system countries in transition and sound knowledge on state bodies` structure. Knowledge of Legal System of Tajikistan is a good asset;	Max 10
3	(C): Technical proposal (Methodology) submitted for consideration;	Max 20
4	(D): Experience in conducting judicial reforms, review and analysis of legislation, preparation of legal documents;	Max 15
5	(E): Good knowledge of human rights based approach and gender mainstreaming;	Max 5
6	(F): Excellent knowledge of English or/and Russian is required; knowledge of Tajik would be an advantage	Max 10
Total Technical		Max 70 points Min 49 points

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

ANNEXES:

ANNEX 1. FINANCIAL PROPOSAL SUBMISSION FORM

ANNEX 2. TERMS OF REFERENCES (TOR)

ANNEX 3. INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX 4. SAMPLE INDIVIDUAL CONTRACT

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

**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): _____

<i>Cost components</i>	<i>Unit cost</i>	<i>Quantity</i>	<i>Total rate for the Contract Duration</i>
I. Personnel Cost			
Professional fee			
Life/medical insurance			
Communications			
Other (pls. specify)			
TOTAL			
II. Duty Travel			
Travel to duty station			
Travel to project sites (Ayni and Kuhistoni Mastchoh districts)			
Living allowance			
Travel Insurance			
Others (pls. specify)			
TOTAL			

b) Breakdown of Cost by Deliverables*

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

*Basis for payment tranches

Proposed by:

Name:	Signature:	Date:
--------------	-------------------	--------------

TERMS OF REFERENCE

Country:	Tajikistan
Description of Assignment:	International Consultant to assist to the Supreme Court in ensuring the quality of court decisions on family and civil issues
Period of assignment/services:	60 days within November 2019-October 2020 (27 working days for home/desk work and 33 working days of in-country mission)
Duty station:	Dushanbe, Tajikistan
Type of Contract:	Individual Consultant (IC)
Application Deadline:	November 19, 2019

BACKGROUND:

Over the past fifteen years, the Government of Tajikistan 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, full implementation of laws is of a much poorer standard, and judicial and legal institutions remain constrained by the low level of resources budgeted for this sector.

UNDP has launched the Rule of Law and Access to Justice Programme composed of two interrelated projects aiming at strengthening the capacity of state bodies and the justice sector to better provide access to justice and uphold the rule of law in compliance with international commitments, and protecting the rights of people through establishing sustainable mechanisms for capacity development and oversight of justice and penitentiary institutions and ensuring greater accountability and transparency.

In 2018, a National SDG Report was developed based on thematic consultations through a broad participation of the Government, development community and CSOs. During these consultations, the possibility of using the National Policy Dialogue platform for monitoring and reporting on SDG16 was extensively discussed. Since then, the Platform is increasingly being viewed as a solid inter-agency infrastructure for SDG16 related coordination, monitoring and reporting. On July 3, 2018, at the meeting of the National Development Council under the President of the Republic of Tajikistan, the Government instructed ministries and departments to develop a list of basic indicators, including for SDG 16.2, and take measures for their implementation. UNDP Tajikistan intends to support the efforts of the Government in developing the selected SDG 16 indicators to nationalize and integrated into the existing strategic and policy documents of the country. Thus, the review of quality of judicial decisions aims to support the development of methodology and data collection under SDG 16.3 through measuring effectiveness of the Judicial and Legal Reform Programme in the Republic of Tajikistan adopted by the Government of the Republic of Tajikistan in 2019.

Currently, the Rule of Law and Access to Justice Programme has been working with the Supreme Court of the Republic of Tajikistan on provision of capacity building activity to promote better quality services from the courts. On April 19, 2019, the Government of the Republic of Tajikistan adopted the third Judicial Reform Program for 2019-2021 which provides the continuous improvement of knowledge and professional skills of judges.

Analysis of the free legal aid provided to the vulnerable population has revealed that although a legal basis for the implementation of judicial decisions is in place, there are still shortages due to a range of systemic problems. A lack of sufficient implementation of judicial acts creates not only legal problems but also social problems. When vulnerable people ask for legal assistance, the most popular claims are alimony, divorce, and housing. In cases where judges' decisions are not enforced, women and children are at risk of being deprived of their livelihoods and homes.

The results of the study "Execution of court decisions on civil and family law in Tajikistan", conducted with the support of the Programme in 2016, revealed that poorly formulated court decisions are causing problems for their enforcement. Therefore, these comprise serious problems in guaranteeing human rights and vulnerable populations' access to justice.

In addition, most often, the context of court decisions are overloaded with duplicated from case materials. So hereby, judges of different district courts of the same instances and levels issue court decisions of different formats, and with different timeframe.

Therefore, UNDP intends to engage an International consultant and two national consultants to assist the Supreme Court of the Republic of Tajikistan in improving the quality of court decisions on family and civil cases. The International consultant and national consultants will work as a team in carrying out this task.

PURPOSE AND OBJECTIVES

The International consultant will support the national consultants to carry out a review of court decisions and elaborate a Guide for Producing Quality Decisions, containing recommendations to improve the quality of decisions and reduce the time required to render decisions. International consultant will present and discuss drafts of the Guide to judges of the Supreme Court in Tajikistan before producing a final version. S/He will then develop training modules to transmit the recommendations contained in the Guide, on the basis of which international and national consultants will hold seven trainings for judges, in cooperation with the Judicial Training Center under the Supreme Court. Finally, following the trainings, International consultant will review the analysis of decisions of judges who attended trainings, in order to measure whether and to what extent judges have improved the quality of their decisions

EXPECTED OUTPUTS AND DELIVERABLES

In the course of doing so, an International consultant will support the national consultants to carry out a review of court decisions and elaborate a Guide for Producing Quality Decisions, containing recommendations to improve the quality of decisions and reduce the time required to render decisions. International consultant will present and discuss drafts of the Guide to judges of the Supreme Court in Tajikistan before producing a final version. S/He will then develop training modules to transmit the recommendations contained in the Guide, on the basis of which international and national consultants will hold seven trainings for judges, in cooperation with the Judicial Training Center under the Supreme Court. Finally, following the trainings, International consultant will review the analysis of decisions of judges who attended trainings, in order to measure whether and to what extent judges have improved the quality of their decisions.

This is the expected timeframe for the above deliverables:

ACTIVITIES	RESPONSIBILITY	TIME-FRAME (tentative)
<ul style="list-style-type: none"> - A methodology for conducting the review of judicial decisions on family and civil cases (in particular regarding the exact size and composition of the sample of decisions, the analysis of decisions from a cross-section of different instances, etc.) is developed and submitted to UNDP; - A desk review of the experiences of other countries on the quality of court decisions, as well as international standards and practices of countries highly ranked court system independence and quality of the decisions is carried out; - Indicators and objective, including tools of the assessment to measure the quality of court decisions for further comparison (the amount of time and human and legal resources used on a decision, the decision's clarity and adherence to the legal provisions governing its format and content, (possibly) the number of overturned decisions on appeal, etc.) elaborated, as well as the establishment of a basic indicator of the quality of court decisions; - A workshop to present elaborated tools to assess quality of decisions made by judges conducted. The tools and indicators revised based on the feedback received during the workshop. 	<p>International Consultant</p>	<p>January 30, 2020</p>
<ul style="list-style-type: none"> - Provide contribution and guide national consultants in analysis of quality of selected 100 court decisions on civil and family cases in targeted areas (pre training analysis to identify baseline); - A Guide for Producing Quality Decisions drafted, which must contain templates of decisions to be used by the Tajik judiciary in rendering decisions. These templates will be based on the actual decisions as a sample which will be compared with at the end. Templates should contain a detailed guide on the format and structure of the decisions, constituent components, justification, the reference to key part of the guidance (national law/by-laws and so on); - The Guide submitted to UNDP and the Supreme Court of the Republic of Tajikistan for discussion and comment. The Guide is revised and adjusted in accordance with the feedback provided and a final draft produced; - A two-days training module on improving the quality of court decisions in family and civil cases (including 	<p>International Consultant</p>	<p>March 30, 2020</p>

ACTIVITIES	RESPONSIBILITY	TIME-FRAME (tentative)
alimony, divorce and property sharing) is developed, based on the Guide for judges.		
<ul style="list-style-type: none"> - A Roundtable conducted with judges of the Supreme Court, along with judges of regional and city courts in Tajikistan to present and discuss the draft Guide. A final draft is produced a final draft in accordance with the feedback received; - One two-days ToT for Judicial Training Center is conducted on improving the quality of court decisions, the trainers were provide with training materials; - Monitoring of seven two-days training sessions conducted for judges in the Republic of Tajikistan on improving the quality of decisions (1 in Dushanbe, 1 in DRS, 1 in Kurgan-Tyube, 1 in Kulyab, 2 in Khujand) conducted by ToT participants and national consultants and feedbacks provided to ensure the quality of trainings; - Contribute in and guide national consultants in revision of the quality of decisions made by trainees in the five months following the trainings and the acceptance of the Guide by the Supreme Court (whichever comes first), through a sample of at least 100 decisions in family and civil cases, and produce a report that assesses their quality with the Guide as a reference point; - A narrative report provided and agreed with UNDP. 	<p>International Consultant</p>	<p>September 30, 2020</p>

REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Corporate Competencies

- Demonstrates integrity by modeling 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 favoritism;
- Fulfills all obligations to gender sensitivity and zero tolerance for sexual harassment.

Functional Competencies

- Strong background in conducting legal analysis, reporting and justice/legal surveys;
- Good knowledge of the judicial system, especially in post-soviet countries;
- Experience of work in the judiciary is an advantage;
- Demonstrable knowledge of facilitating and planning consultations;
- Demonstrated analytical and writing skills;

- Excellent interviewing and oral skills;
- Reliability and timeliness in keeping deadlines and delivering high quality products.

Education

- Advanced university degree preferably in Public Administration, Law, Management or other relevant discipline.

Professional experience

- Strong background in conducting legal analysis, reporting and justice/legal surveys;
- Good knowledge of the judicial system, especially in post-soviet countries;
- Experience of work in the judiciary is an advantage;
- Demonstrable knowledge of facilitating and planning consultations;
- Demonstrated analytical and writing skills;
- Excellent interviewing and oral skills;
- Reliability and timeliness in keeping deadlines and delivering high quality products.

Knowledge of languages:

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

PAYMENT

Payments will be done upon completion of the deliverables/outputs and as per below percentages:

- Deliverable 1 [Inception Report]: 30% of total contract amount.
 - Deliverable 2 [Country mission and conduction of trainings]: 50% of total contract amount.
 - Deliverable 3 [Comprehensive Report]: 20% of total contract amount.
-

In the event of unforeseeable travel not anticipated in this TOR, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and the Individual Consultant, prior to travel and will be reimbursed.

INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**GENERAL CONDITIONS OF CONTRACT
FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

1.LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN’ Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2.STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the 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 a 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 done 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.

UNITED NATIONS DEVELOPMENT PROGRAMME

Empowered lives.
Resilient nations.

Contract for the services of an Individual ContractorNo. **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): _____.

2. 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*.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of _____ 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).

4. Rights and Obligations of the Individual contractor

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

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

5. 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 _____