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**Барномаи Рушди Созмони Милали Муттаҳид**

**United Nations Development Programme**

**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE**

Date:20 September 2018

**Country:** Tajikistan

**Programme/Project name:** UNDP/GEF Green Energy Small Medium Enterprises (SMEs) Development Project and UNDP/OFID Energy Access SMEs Development Project

**Description of Assignment:** International Project Chief Technical Advisor

**Period of assignment/services:** 120working days (October 2018 – October 2020)

**Duty station:** Home-based with at least 6 missions to Dushanbe, Tajikistan

**Type:** Individual Contract

**Deadline:** 04 October 2018

**Application procedures:**

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

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

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

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

• Proposal:

- stating your interest and qualifications for the advertised position

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

• Financial proposal

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

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

Candidates should submit the above-mentioned materials by 04 October 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 UNDP in Tajikistan works to facilitate the transformation of Tajikistan’s energy sector, in particular the emergence of independent energy entrepreneurs, which can offer affordable and sustainable energy products and services to the rural population.

In line with UNDP’s Derisking Renewable Energy Investment (DREI) approach, the project consists of three inter-linked components dealing with policy de-risking, financial de-risking and incentives, and a fourth cross-cutting component that addresses knowledge-related gaps. The first component addresses policy barriers faced by Green Energy (GE) enterprises/SMEs by supporting the development and implementation of the enabling policy framework. Under the second component, in partnership with local and international financial institutions, the project facilitates access to GE finance at affordable terms. The third component focuses on the supply chain to develop and improve GE products and services and bring them to the market, including through the provision of targeted investment support to innovative and scalable business models for GE products/service delivery in off-grid rural areas. Under the fourth component, knowledge gaps are addressed on both the supply and demand side of the market.

Currently, UNDP in Tajikistan implements two projects on renewable energy, and the portfolio is expected to grow. These projects are:

1. The UNDP/GEF-funded project “Green Energy Small and Medium Enterprises (SMEs) Development” is fully in line with UNDP’s DREI approach, and consists of three inter-linked components dealing with policy de-risking, financial de-risking and incentives, and a fourth cross-cutting component that addresses knowledge-related gaps. The first component addresses policy barriers faced by GE enterprises/SMEs by supporting the development and implementation of enabling policy framework. Under the second component, in partnership with local and international financial institutions, the project will facilitate access to GE finance at affordable terms. The third component focuses on the supply chain to help develop/improve GE products and services and bring them to the market, including through the targeted investment support to innovative and scalable business models for GE products/service delivery in off-grid rural areas. The fourth component addresses knowledge and awareness gaps that are present on both the supply and demand sides of the market.
2. The OFID-funded “Energy Access SMEs Development” project aims to scale-up private sector engagement in energy access by improving the risk-return profile of private investment in energy access products and services. The key objective of the project is to expand energy access and provide reliable, affordable and sustainable energy products and services for the rural population of Tajikistan and the Kyrgyz Republic, through promoting scalable, private sector-led business models and de-risking their investment.
3. **PURPOSE**

UNDP in Tajikistan is seeking for an International Project Chief Technical Advisor, who, under supervision and guidance of Project Manager (PM) and UNDP Team Leader on Climate Change, Disaster Risk Management and Environment, as well as in close cooperation with the key national stakeholders and other relevant counterparts will be responsible for the effective coordination and management of UNDP/GEF “Green Energy Small and Medium Enterprises (SMEs) Development” project and Tajikistan’s component of OFID-funded project “Energy Access SMEs Development”.

1. **THE SCOPE OF WORK**

The International Project Chief Technical Advisor will provide an overall technical guidance to the key project outputs, especially at the level of coordination and management to ensure specific deliverables across different project components. Specifically, the Consultant is expected to undertake the following tasks:

1. Provide an overall technical guidance to the implementation of the project, and contribution to the work planning on the following project components:

*Component 1: Enabling policy and regulatory framework and capacity development for Green Energy SMEs*

*Component 2: Access to Finance for Green Energy SMEs and/or Energy service users*

*Component 3: Business models for Green Energy SME*

*Component 4: Knowledge Management and M&E*

1. Provide technical input in the development of policies, regulations and bylaws;
2. Develop and oversee the design of an innovative financing mechanism;
3. Undertake an assessment of the monitoring network requirements and provide technical assistance;
4. Take part in design and implementation of the RESCO scheme;
5. Ensure efficiency in the provision of support to local stakeholders at municipal level;
6. Ensure that all project-related issues and risks are identified and reported in a timely manner and suggest related measures;
7. Co-ordinate the work of the Project Team, individual consultants and contracted companies;
8. Support in organize and implement trainings (through tailored-made seminars and on-the-job) to employees of Implementing Partner and relevant ministries to implement RESCO mechanism;
9. Support with organization of information workshops for municipalities and SMEs on innovative financing and on the roles and responsibilities of all parties involved.
10. Support Project Manager in the development of an annual work plans based on the multi-year work plan included in the Project Document Annex A, including annual output targets to support the efficient implementation of the project.
11. Identify capacity needs of municipal departments/companies and support with conductions of necessary capacity building activities (trainings).
12. Contribute towards mainstreaming gender equality throughout all project activities during the project implementation period.
13. Provide support in Mid-Term/Final Project Evaluation processes, including external evaluations with reports to be submitted to UNDP and Project Board and identify follow-on actions for consideration to the Project Board;
14. Ensure that project outputs have been achieved as appropriate, the project is successfully closed and that project outputs are revisited during the project evaluation process to assess the impact of project outputs on expected outcomes;
15. Support the project team in preparing component or output-based concept or strategy papers and implementation manuals or guidelines;
16. Support preparation of the results framework for each output and establish performance and impact assessment indicators and system;
17. Manage delivery of results by using up-to-date best practices and know-how in the subject area and accordingly plan delivery of resources for the performance year;

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

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

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

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

**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**

In the course of the assignment, the International Chief Technical Advisor will be expected to undertake at least 6 missions to Tajikistan (up to 5 working days per mission). The dates for each mission will be agreed upon between the Consultant and UNDP Tajikistan.

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

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

**REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

1. *Academic Qualifications*

* Postgraduate or other Advanced university degree in the fields of energy and/or environmental management, climate mitigation or other relevant fields.

1. *Years of Experience:*

* At least 10 years of demonstrated working experience in the field of energy efficiency and renewable energy with design and assessment of investment projects involving low-carbon technologies.
* At least 5 years of working experience in implementation of programmes/projects on renewable energy and energy efficiency with a focus on solar-based applications (PV and SWH)

1. *Language:*

* Proficiency in English, excellent analytical and drafting skills; knowledge of written and spoken local language (preferably Russian) is an advantage;

*Functional Competencies:*

* Knowledge and practical experience of the political, social and environmental factors and issues related to renewable energy and energy efficiency development, climate change mitigation and/or low-carbon development in Central Asia, preferably in Tajikistan;
* Skills in facilitation and development of multi-stakeholder workshops and broad-based consultative processes/ programmes/project documents on renewable energy and energy efficiency, climate change mitigation and/or any other environment related disciplines;
* An independent, reliable, responsible self-motivator able work under pressure;
* Excellent communication, team-building and diplomatic skills to develop partnerships;
* Familiarity with UNDP/GEF programming policies.

*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.

**Evaluation of Applicants**

Individual consultants will be evaluated based on a cumulative analysis taking into consideration the combination of the applicants’ qualifications and financial proposal.

The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:  
responsive/compliant/acceptable, and having received the highest score out of a pre-determined set of weighted technical (CV desk reviews and interviews) and financial criteria specific to the solicitation.   
  
Only those candidates who will obtain min. 70% of points will be invited for the next stage of the technical evaluation and financial proposal evaluation.  
  
**Technical Criteria - 70% of total evaluation – max. 70 points:**

* Criteria A - Relevant education background – **max points: 10**
* Criteria B - Technical proposal outlining the methodology and approach - **max points: 15**
* Criteria C - At least 10 years of demonstrated working experience in the field of energy efficiency and renewable energy with design and assessment of investment projects involving low-carbon technologies – **max points: 20**
* Criteria D - At least 5 years of working experience in implementation of programmes/projects on renewable energy and energy efficiency with a focus on solar-based applications (PV and SWH) – **max points: 15**
* Criteria E – Interview – **max points: 10**
* Knowledge and practical experience of the political, social and environmental factors and issues related to renewable energy and energy efficiency development, climate change mitigation and/or low-carbon development in Central Asia, preferably in Tajikistan- max. 2.75 points;
* Skills in facilitation and development of multi-stakeholder workshops and broad-based consultative processes/ programmes/project documents on renewable energy and energy efficiency, climate change mitigation and/or any other environment related disciplines - max. 2.75 points;
* Experience with UNDP/GEF programming - max. 2.75 points;
* Oral communication skills in English; knowledge of Russian - max. 1.75 points.

**Financial Criteria - 30% of total evaluation – max. 30 points**.

**ANNEXES:**

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

**ANNEX 2 – FINANCIAL PROPOSAL FORM**

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

**ANNEX 3 – SAMPLE INDIVIDUAL CONTRACT**

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

**ANNEX 1.**

**TERMS OF REFERENCE (TOR)**

**Post Title:** International Project Chief Technical Advisor

**Project Title:** UNDP/GEF Green Energy SMEs Development Project and UNDP/OFID Energy Access SMEs Development Project

**Duty Station:** Home based, with at least 6 missions to Dushanbe, Tajikistan

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

**Duration:** 120 working days (October 2018 – October 2020)

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*Component 3: Business models for Green Energy SME*

*Component 4: Knowledge Management and M&E*

The project documentation is available here:

<https://www.thegef.org/project/green-energy-smes-development-project>

1. Provide technical input in the development of policies, regulations and bylaws;
2. Develop and oversee the design of an innovative financing mechanism
3. Undertake an assessment of the monitoring network requirements and provide technical assistance;
4. Take part in design and implementation of the RESCO scheme
5. Ensure efficiency in the provision of support to local stakeholders at municipal level;
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10. Support Project Manager in the development of an annual work plans based on the multi-year work plan included in Annex A, including annual output targets to support the efficient implementation of the project.
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12. Contribute towards mainstreaming gender equality throughout all project activities during the project implementation period.
13. Provide support in Mid-Term/Final Project Evaluation processes, including external evaluations with reports to be submitted to UNDP and Project Board and identify follow-on actions for consideration to the Project Board;
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16. Support preparation of the results framework for each output and establish performance and impact assessment indicators and system;
17. Manage delivery of results by using up-to-date best practices and know-how in the subject area and accordingly plan delivery of resources for the performance year;
18. **DELIVERABLES:**

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

|  |  |  |
| --- | --- | --- |
| **Project** | **Deliverables** | **Approximate Timeframe** |
| **UNDP/GEF Green Energy Small and Medium Enterprises (SMEs) Development Project and UNDP/IRH – OFID Energy Access and SMEs Development Project** | | |
| Development of detailed work plan, agreed with the project team and UNDP CO, with clear timelines for the assignment. Verification of GEF GHG tracking tool at baseline. | | 30 October 2018 |
| Project Inception Workshop conducted. Stakeholder consultations held, including both relevant public authorities and business representatives on the scope and modalities of policy and regulatory changes proposed within the project framework. | | 30 October 2018 |
| ***Component 1: “Enabling policy and regulatory framework and capacity development for Green Energy (GE) SMEs”*** | | |
| Detailed Project Inception Report developed in accordance with UNDP/GEF requirements and cleared by UNDP CO and UNDP/GEF RTA. | | 30 November 2018 |
| Trainings on RESCO scheme conducted for relevant stakeholders, including public authorities and private sector; | | 31 January 2019 |
| Technical inputs on undertaking a detailed policy and regulatory gap analysis provided. | | 28 February 2019 |
| EE/RE Fund is functioning along with the design of its programming strategy | | 31 March 2019 |
| International quality standards for PV and SWH equipment reviewed and most applicable and relevant for Tajikistan identified (also from a monitoring and verification viewpoint) for Tajikistan suggested. | | 31 May 2019 |
| ***Component 2: “Access to finance for GE SMEs and/or energy service users”*** | | |
| A comprehensive GE market assessment prepared to identify: a) categories and parameters of GE products with the highest potential for market growth; and b) categories of consumers/clients with the best ability to pay and/or motivation to invest in GE products and/or services; | | 30 March 2019 |
| Marketing campaign for new green loan products (through a range of traditional and social media, TV, newspapers, etc.) is developed and implemented | | 31 July 2019 |
| At least 5 success stories and one lesson learned report produced (based on collected data and analyzed information on green loan performance). | | 30 August 2020 |
| ***Component 3: Establishment and Development of Business models for GE SMEs”*** | | |
| RESCO model design prepared: TOR/ Charter/ By-law, legal and contractual arrangement, and conduct training on RESCO model implementation to relevant stakeholders. The legal package including all relevant legislation and policies, the Law on Concession and the Law on Public-Private Partnerships, including all required construction permits, studies, and licenses are developed. | | 31 January 2019 |
| Technical inputs into tender processes for solar PV and small-hydro technologies developed; | | 28 February 2019 |
| The first RESCO-based project in the Gorno-Badakhshan area is initiated in partnership with Pamir Energy LLC (upon conduction of the community needs assessment survey) | | 31 March 2019 |
| Training package/ courses for RESCO staff on its implementation (through a technically supported learning-by-doing training approach) is developed. | | 30 May 2019 |
|  | |  |
| At least two thematic and specialized exhibitions on Green Energy in partnership with existing information and educational centers, MFIs and SMEs conducted. | | 30 April 2020 |
| Broad marketing and awareness raising campaigns on GE for local stakeholders concerning GE products and services are conducted; awareness and promotion materials designed and published. | | 31 May 2020 |
| ***Component 4: Knowledge Management and M&E*** | |  |
| GEF GHG emissions tracking tool filled in annually and at mid-term implementation of the project. | | 31 July 2020 |
| National conference to present and disseminate project results is conducted with participation of all national stakeholders, partners and agencies, conducted on annual basis (at least twice by 30 October 2020). | | 30 October 2020 |

1. **REPORTING**

All deliverables must be submitted in English to the UNDP CO in Tajikistan and made in accordance with UNDP’s and GEF’s templates and requirements (to be provided by UNDP-GEF RTA).

**VI. TRAVEL**

In the course of the assignment, the consultant will be expected to undertake 6 missions to Tajikistan to conduct stakeholder consultations (up to 5 working days per mission). The dates for this mission will be agreed upon between the consultant and UNDP Tajikistan.

1. **REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**
2. *Academic Qualifications*

* Postgraduate or other Advanced university degree in the fields of energy and/or environmental management, climate mitigation or other relevant fields.

1. *Years of Experience:*

* At least 10 years of demonstrated working experience in the field of energy efficiency and renewable energy with design and assessment of investment projects involving low-carbon technologies.
* At least 5 years of working experience in implementation of programmes/projects on renewable energy and energy efficiency with a focus on solar-based applications (PV and SWH).

1. *Language:*

* Proficiency in English, excellent analytical and drafting skills; knowledge of written and spoken local language (preferably Russian) is an advantage;

*Functional Competencies:*

* Knowledge and practical experience of the political, social and environmental factors and issues related to renewable energy and energy efficiency development, climate change mitigation and/or low-carbon development in Central Asia, preferably in Tajikistan;
* Skills in facilitation and development of multi-stakeholder workshops and broad-based consultative processes/ programmes/project documents on renewable energy and energy efficiency, climate change mitigation and/or any other environment related disciplines;
* An independent, reliable, responsible self-motivator able work under pressure;
* Excellent communication, team-building and diplomatic skills to develop partnerships;
* Familiarity with UNDP/GEF programming policies.

*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.

1. **PAYMENT**

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

**Selection of the candidates will be based on cumulative analysis (highest qualified candidate).**

**Since UNDP Tajikistan currently has a majority of male employees, we strongly encourage qualified female to apply 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.**

**ANNEX 2**

**BREAKDOWN OF COSTS**

**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

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

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

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

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

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

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

*\*Basis for payment tranches*

***Proposed by:***

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

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

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

**FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

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

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

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

3. **TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS:** Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

4. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

5. **TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS:**  If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor’s usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP . Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor’s dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. **PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. **SUBCONTRACTORS:** In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor’s removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

9. **INDEMNIFICATION**: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor , or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers’ compensation.

10. **INSURANCE**: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor ’s sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor’s liability arising under or relating to the Contract.

11. **ENCUMBRANCES AND LIENS:** The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be

incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

*Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract

13. **TERMINATION**: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

14. **NON-EXCLUSIVITY**: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. **AUDITS AND INVESTIGATIONS**:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor’s personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

17. **SETTLEMENT OF DISPUTES**:

**AMICABLE SETTLEMENT**: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the parties in writing.

**ARBITRATION**: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

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

**ANNEX 4**

UNITED NATIONS DEVELOPMENT PROGRAMME

Contract for the services of an Individual Contractor

**No. IC/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 fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of **\_\_\_\_\_\_\_\_\_** in accordance with the table set forth below. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

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

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

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

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

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

1. **Beneficiary**

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

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

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

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

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

**AUTHORIZING OFFICER: INDIVIDUAL CONTRACTOR:**

**­­­­­­­­­­­­­­­­­**

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

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