



Date: 19 May 2022

## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

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<b>Country:</b>	Republic of Tajikistan
<b>Program:</b>	Strengthening Supportive Environment and Scaling up Prevention, Treatment and Care to reduce the burden of HIV and TB in the Republic of Tajikistan
<b>Title:</b>	International Consultant: ART Rapid Assessment
<b>Description of the assignment:</b>	Rapid assessment of ART Optimization Plan implementation initiated in the Tajikistan in 2019
<b>Period of assignment/services:</b>	15 days's work within 1 calendar month
<b>Duty station:</b>	Dushanbe (Tajikistan) with possible field trips inside the country
<b>Travel:</b>	Possible field trips inside the country (Khatlon, GBAO, Sughd, DRS)
<b>Type of Contract</b>	Individual Consultant (IC) Contract
<b>Application Deadline:</b>	01 June 2022

### 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 Personal CV or Resume (**Please do not upload your Financial Proposal on the web**). (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.
- Important! Additional documents including Financial Proposal should be sent to e-mail address [ic.tj@undp.org](mailto:ic.tj@undp.org), prior to the deadline:
- Offeror's letter to UNDP confirming interest and availability (Annex 1)
- Breakdown of costs supporting the all-inclusive financial proposal (Annex 2)
- Signed CV, indicating all experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional 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 **01 June 2022** 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 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.

## 1. INTRODUCTION

Treatment regimens that include a combination of three or more ARV drugs can achieve suppression of the HIV viral load. Since 2016, WHO recommends that lifelong ART be available to all people living with HIV, including children, adolescents and adults, and pregnant and lactating women, regardless of their clinical status and CD4 count. By June 2020, the “treat all” recommendation was adopted by 185 countries collectively accounting for 99% of all people living with HIV in the world. In addition to “treat all,” WHO also recommends that all people living with HIV begin ART promptly, including offering those willing to receive treatment to start ART on the same day they are diagnosed with HIV. By mid 2020, 70 low- and middle-income countries reported having adopted the policy, and about half of them reported implementing it nationwide.

According to official statistics by the end of 2021, the total number of officially registered HIV cases in Tajikistan (since 1991) was 13,992, including 8,918 (63.78%) male and 5,074 (35.8%) female cases. UNAIDS estimates that the number of people living with HIV in Tajikistan is 14,000. Thus, the actual number of people living with HIV (10,077) is 72.0% of the estimated number of people living with HIV in the country.

Between 1991 to December 31, 2021, 3,915 or (28.0%) of the people registered with HIV died of various causes. 1,106 children were under the age of 18 living with HIV, or 11.0% of the cumulative number of all PLHIV in the country in 2021 922 HIV new cases of, of which 578 were males, 344 females, including 60 children, of whom 31 were infected through vertical transmission in 2021..

According to the National AIDS Prevention and Control Center, the overall coverage of people living with HIV under dispensary observation was 91.7% in the first half of 2021. A high level of prophylactic medical examination (dispensary) services is noted among children, where the coverage of dispensary observation reached 98.0%

As of December 31, 2021, 8,719 people (or 86.5%) out of the total number of people living with HIV (10,077) received antiretroviral therapy. Coverage of people living with HIV who are under dispensary observation (9,238) and receive antiretroviral therapy (8,719) is currently 94.3%.

1,073 (or 97.0%) of 1,106 children under 18 living with HIV who are under dispensary observation, continue to receive antiretroviral therapy.

In February 2021, the “National HIV/AIDS Program for 2021-2025” was endorsed by the Decree of the Government of the Republic of Tajikistan which includes 6 main strategic areas, one of which is access and increase of the coverage of PLHIV with antiretroviral therapy.

In 2005, the “Clinical protocol for HIV treatment of in the Republic of Tajikistan” was developed and approved for the first time, which has been regularly reviewed in accordance with WHO recommendations.

In 2019, based on the new WHO recommendations on ART issued in 2018, the country revised and adapted the national protocol for the treatment of HIV patients. The protocol was approved by the order of the Ministry of Health and Social Protection of Tajikistan No. 342 dated May 14, 2019. The new protocol also provides clear guidelines for selecting and optimizing treatment regimens, while simultaneously strengthening patient adherence to treatment and ensuring the long-term effectiveness of antiretroviral drugs. As the main drug in the first-line treatment regimens, it is planned to introduce a combination drug based on fixed doses of three ARV drugs, which can be taken in the form of one tablet per day. According to WHO recommendations, the 3-component drug based on Tenofovir/Lamivudine/ Dolutegravir/ (TLD) was adopted as the primary drug of the main treatment regimen.

The first optimization plan was developed in late 2018 for treatment to the first cohort of patients comprising 1,000 people. Subsequently, a second optimization plan was adopted, which was later approved by the WHO

and the GF (in 2020). According to this plan, 90% of patients should receive treatment based on TLD regimen. The number of treatment regimens has been reduced from 19 to 7 for adults and from 24 to 14 for paediatric patients.

UNDP conducted training with involvement of WHO consultants for specialists of dispensary departments from all regions. The trainings enabled clinicians to discuss the prescription of regimens that were included in the optimization plan based on WHO recommendations. At the beginning of 2020, this plan was revised based on new TLD regimen recommended by the WHO..

UNDP is hiring a consultant to assess implementation of the Optimization Plan and provide recommendations for the revision of treatment regimens.

## 2. SCOPE OF WORK

Goal: To assess the implementation of Optimization Plan and provide technical recommendations on updating treatment regimens. This assessment will include the following activities:

1. Review and analysis of existing Treatment Protocols and regulatory documents in the country to determine their compliance with the latest WHO recommendations
2. Analysis of existing treatment regimens in the country, based on the data of the electronic system
3. Analysis of outpatient records at selected sites for compliance of the chosen regimens with clinical indications, based on the results of clinical tests.
4. Review of the implementation of the optimization plan by districts and regions
5. Development and presentation of the report with recommendations based on the assessment results

The assessment results will serve as the basis for further revision or improvement of the Treatment Optimization plan.

The methodology shall include (but not be limited to):

1. An introductory meeting at the National AIDS Center together with dispensary specialists from the National and City AIDS centers, UNDP, as well as dispensary specialists at the regional and district levels, online.
2. Site visits to the following AIDS centers to complete the assigned tasks:
  - DRS (Vahdat, Rudak ) - 2 days
  - Khatlon Region (Bohtar, Panj, Kulyab, Farkhor) - 4 days
  - Sughd Region (Khujand, Isfara, Istaravshan) – 3 days
3. Development and presentation of the assessment results at the Round Table, conclusions and discussions with key partners.

## 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

### VI. Required Skills and Experience

Education:	<ul style="list-style-type: none"> <li>At least a master's degree in public health or an MD degree with a specialization in infectious diseases</li> </ul>
Experience:	<ul style="list-style-type: none"> <li>10 years of experience in public health and medicine (infectious diseases) on HIV issues;</li> <li>Experience in conducting similar assessments in the light of modern approaches to the clinical management of PLHIV (knowledge of the latest WHO recommendations on ART regimens);</li> <li>Experience in developing countries, preferably in the region</li> </ul>
Language Requirements:	<ul style="list-style-type: none"> <li>Excellent knowledge of English and Russian with proven oral and written skills</li> </ul>

#### 4. PURPOSE

To assess the implementation of Optimization Plan and provide technical recommendations on updating treatment regimens. The assessment results will serve as the basis for further revision or improvement of the Treatment Optimization plan.

#### 5. DUTIES AND RESPONSIBILITIES

1. Review and analysis of existing Treatment Protocols and regulatory documents in the country to determine their compliance with the latest WHO recommendations
2. Analysis of existing treatment regimens in the country, based on the data of the electronic system
3. Analysis of outpatient records at selected sites for compliance of the chosen regimens with clinical indications, based on the results of clinical tests.
4. Review of the implementation of the optimization plan by districts and regions
5. Development and presentation of the report with recommendations based on the assessment results

The detailed ToR is presented in Annex 3.

#### 6. INSTITUTIONAL ARRANGEMENTS.

Reporting: The Consultant shall report to the Program Manager.

The Consultant will work at the Republican AIDS center (RAC) Office at dispensary department with specialists of dispensary department of the RAC.

#### 7. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

- a) **Letter of Confirmation of Interest and Availability** using the template provided by UNDP;
- b) **CV**;
- c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc.), supported by a breakdown of costs, as per template attached to the [Letter of Confirmation of Interest template](#). If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted by email at the following address ONLY: (ic.tj@undp.org) by **(01 June 2022)**. Incomplete applications will be excluded from further consideration.

#### 8. FINANCIAL PROPOSAL

**Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc.), supported by a breakdown of costs, as per template attached to the [Letter of Confirmation of Interest template](#). If an applicant is employed by an organization/company/institution, and

he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

The finance proposal shall be on lump-sum basis where the lump sum must be “all-inclusive”. The term “All inclusive” implies that all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal.

The financial proposal shall specify a total lump sum, payable in the manner described in the Terms of Reference.

#### Travel

- Local (in-country) travel may be required. Exact locations to be determined and discussed upon commencement of each specific assignment;
- Any necessary travel must be approved in advance in writing by the Supervisor and the Programme Manager;
- All related travel expenses will be covered and will be reimbursed as per UNDP rules and regulations upon submission of an F-10 claim form and supporting documents;
- The BSAFE training course must be successfully completed prior to commencement of travel; Herewith is the link to access this training: <https://training.dss.un.org/courses/login/index.php> . These training modules at this secure internet site is accessible to Consultants, which allows for registration with private email;
- Individual Consultants are responsible for ensuring they have vaccinations/inoculations when travelling to certain countries, as designated by the UN Medical Director;
- Consultants are required to comply with the UN security directives set forth under <https://dss.un.org/dssweb/> .

## 9. EVALUATION

*Individual consultants will be evaluated based on the cumulative analysis methodology, by **Desk Review 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%.*

**Criteria for Evaluation of Proposal:** *Only those applications which are responsive and compliant will be evaluated. Offers will be evaluated according to the Combined Scoring method – where the educational background and experience on similar assignments will be weighted at 70% (Technical) and the price proposal will weigh as 30% (Financial) of the total scoring. The applicant receiving the Highest Combined Score that has also accepted UNDP’s General Terms and Conditions will be awarded the contract.*

Technical		Points (weights)
1	<ul style="list-style-type: none"> <li>• At least a master's degree in public health or an MD degree with a specialization in infectious diseases</li> </ul>	Max 10
2	<ul style="list-style-type: none"> <li>• 10 years of experience in public health and medicine (infectious diseases) on HIV issues;</li> <li>• Experience in conducting similar assessments in the light of modern approaches to the clinical management of PLHIV (knowledge of the latest WHO recommendations on ART regimens);</li> </ul>	Max 25

	<ul style="list-style-type: none"> <li>• Experience in developing countries, preferably in the region</li> </ul>	
3	<ul style="list-style-type: none"> <li>• Excellent knowledge of English and Russian with proven oral and written skills.</li> </ul>	Max 10
4	<ul style="list-style-type: none"> <li>• Technical proposal outlining the methodology and approaches to the assignment as per expected deliverables to be evaluated through Desk Review.</li> </ul>	Max 25
<b>Total Technical</b>		<b>Max 70 points</b> <b>Min 49 points</b>

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

**ANNEXES:**

**ANNEX 1. OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY**

**ANNEX 2. BREAKDOWN OF COSTS**

**ANNEX 3. TERMS OF REFERENCES (TOR)**

**ANNEX 4. INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**ANNEX 5. 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.**

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

Date \_\_\_\_\_

*Mr. Lenni Montiel*  
United Nations Development Programme  
*39 Aini Street, Dushanbe, Tajikistan*

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of *International Consultant: ART Rapid Assessment* under the *HIV/AIDS and TB Control Programme*;
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3;
- E) I hereby propose to complete the services based on the following payment rate:
- ☐ An all-inclusive daily fee of [state amount in words and in numbers indicating currency]
- ☐ A total lump sum of [state amount in words and in numbers, indicating exact currency], payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- H) This offer shall remain valid for a total period of \_\_\_\_90\_\_\_\_ days after the submission deadline;
- I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office;
- J) If I am selected for this assignment, I shall [please check the appropriate box]:

☐

Sign an Individual Contract with UNDP;

☐

Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

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K) I hereby confirm that *[check all that applies]*:

☐

At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;

☐

I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

☐

I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

M) *If you are a former staff member of the United Nations recently separated, please add this section to your letter:* I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ If the answer is "yes", give the following information:



Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

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**Annexes *[please check all that applies]:***

- ☐ CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

**BREAKDOWN OF COSTS<sup>1</sup>**  
**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

A) **Breakdown of Cost by Components:**

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
<b>I. Personnel Costs</b>			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
<b>II. Travel<sup>2</sup> Expenses to Join duty station</b>			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
<b>III. Duty Travel</b>			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

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

N/A

*\*Basis for payment tranches*

<sup>1</sup> The costs should only cover the requirements identified in the Terms of Reference (TOR)

<sup>2</sup> Travel expenses shall not be indicated in the Finance proposal.

## Terms of Reference

<b>I. Consultancy Announcement</b>		
<b>International consultant to conduct a rapid assessment of ART Optimization Plan implementation initiated in the country in 2019</b>		
<b>Location:</b>	Dushanbe, Tajikistan	
<b>Application deadline:</b>		
<b>Type of contract:</b>	Individual Contract	
<b>Position level:</b>	International consultant	
<b>Language proficiency:</b>	Russian, English	
<b>Start Date:</b> (date when the selected candidate should start work)	11 July 2022	
<b>Estimated duration of the assignment:</b>	15 working days during 1 calendar month	

<b>II. General</b>
<p>Treatment regimens that include a combination of three or more ARV drugs can achieve suppression of the HIV viral load. Since 2016, WHO recommends that lifelong ART be available to all people living with HIV, including children, adolescents and adults, and pregnant and lactating women, regardless of their clinical status and CD4 count. By June 2020, the “treat all” recommendation was adopted by 185 countries collectively accounting for 99% of all people living with HIV in the world. In addition to “treat all,” WHO also recommends that all people living with HIV begin ART promptly, including offering those willing to receive treatment to start ART on the same day they are diagnosed with HIV. By mid 2020, 70 low- and middle-income countries reported having adopted the policy, and about half of them reported implementing it nationwide.</p> <p>According to official statistics by the end of 2021, the total number of officially registered HIV cases in Tajikistan (since 1991) was 13,992, including 8,918 (63.78%) male and 5,074 (35.8%) female cases. UNAIDS estimates that the number of people living with HIV in Tajikistan is 14,000. Thus, the actual number of people living with HIV (10,077) is 72.0% of the estimated number of people living with HIV in the country.</p> <p>Between 1991 to December 31, 2021, 3,915 or (28.0%) of the people registered with HIV died of various causes. 1,106 children were under the age of 18 living with HIV, or 11.0% of the cumulative number of all PLHIV in the country in 2021 922 HIV new cases of, of which 578 were males, 344 females, including 60 children, of whom 31 were infected through vertical transmission in 2021..</p> <p>According to the National AIDS Prevention and Control Center, the overall coverage of people living with HIV under dispensary observation was 91.7% in the first half of 2021. A high level of prophylactic medical examination (dispensary) services is noted among children, where the coverage of dispensary observation reached 98.0%</p> <p>As of December 31, 2021, 8,719 people (or 86.5%) out of the total number of people living with HIV (10,077) received antiretroviral therapy. Coverage of people living with HIV who are under dispensary observation (9,238) and receive antiretroviral therapy (8,719) is currently 94.3%.</p> <p>1,073 (or 97.0%) of 1,106 children under 18 living with HIV who are under dispensary observation, continue to receive antiretroviral therapy.</p> <p>In February 2021, the “National HIV/AIDS Program for 2021-2025” was endorsed by the Decree of the</p>

Government of the Republic of Tajikistan which includes 6 main strategic areas, one of which is access and increase of the coverage of PLHIV with antiretroviral therapy.

In 2005, the “Clinical protocol for HIV treatment of in the Republic of Tajikistan” was developed and approved for the first time, which has been regularly reviewed in accordance with WHO recommendations.

In 2019, based on the new WHO recommendations on ART issued in 2018, the country revised and adapted the national protocol for the treatment of HIV patients. The protocol was approved by the order of the Ministry of Health and Social Protection of Tajikistan No. 342 dated May 14, 2019. The new protocol also provides clear guidelines for selecting and optimizing treatment regimens, while simultaneously strengthening patient adherence to treatment and ensuring the long-term effectiveness of antiretroviral drugs. As the main drug in the first-line treatment regimens, it is planned to introduce a combination drug based on fixed doses of three ARV drugs, which can be taken in the form of one tablet per day. According to WHO recommendations, the 3-component drug based on Tenofovir/Lamivudine/ Dolutegravir/ (TLD) was adopted as the primary drug of the main treatment regimen.

The first optimization plan was developed in late 2018 for treatment to the first cohort of patients comprising 1,000 people. Subsequently, a second optimization plan was adopted, which was later approved by the WHO and the GF (in 2020). According to this plan, 90% of patients should receive treatment based on TLD regimen. The number of treatment regimens has been reduced from 19 to 7 for adults and from 24 to 14 for paediatric patients.

UNDP conducted training with involvement of WHO consultants for specialists of dispensary departments from all regions. The trainings enabled clinicians to discuss the prescription of regimens that were included in the optimization plan based on WHO recommendations. At the beginning of 2020, this plan was revised based on new TLD regimen recommended by the WHO..

UNDP is hiring a consultant to assess implementation of the Optimization Plan and provide recommendations for the revision of treatment regimens.

### **III. Main duties and responsibilities**

Goal: To assess the implementation of Optimization Plan and provide technical recommendations on updating treatment regimens. This assessment will include the following activities:

1. Review and analysis of existing Treatment Protocols and regulatory documents in the country to determine their compliance with the latest WHO recommendations
2. Analysis of existing treatment regimens in the country, based on the data of the electronic system
3. Analysis of outpatient records at selected sites for compliance of the chosen regimens with clinical indications, based on the results of clinical tests.
4. Review of the implementation of the optimization plan by districts and regions
5. Development and presentation of the report with recommendations based on the assessment results

The assessment results will serve as the basis for further revision or improvement of the Treatment Optimization plan.

The methodology shall include (but not be limited to):

1. An introductory meeting at the National AIDS Center together with dispensary specialists from the National and City AIDS centers, UNDP, as well as dispensary specialists at the regional and district levels, online.
2. Site visits to the following AIDS centers to complete the assigned tasks:

<ul style="list-style-type: none"> <li>• DRS (Vahdat, Rudak ) - 2 days</li> <li>• Khatlon Region (Bohtar, Panj, Kulyab, Farkhor) - 4 days</li> <li>• Sughd Region (Khujand, Isfara, Istaravshan) – 3 days</li> </ul> <p>3. Development and presentation of the assessment results at the Round Table, conclusions and discussions with key partners.</p>				
<b>IV. Main expected results (25 working days)</b>				
Listed below are the main results this consultancy is expected to deliver:				
No.	Deliverables / Outcomes	Target Due Dates	Expected duration	Payment percentage
1.	An introductory meeting at the National AIDS Center together with dispensary specialists from the National and City AIDS centers, UNDP. Review and analysis of existing Treatment Protocols and regulatory documents in the country to determine their compliance with the latest WHO recommendations. Inception Report.	11 July 2022	1 day	10%
2.	Actual ART protocol breakdown per % of ART patients, based on the national electronic system analyzed. Visits to the pilot sites to collect information are carried out Progress Report I	12-22 July 2022	9 days	45%
3.	Preparation and presentation of the assessment results at the Round Table, conclusions and discussions with key partners Progress Report II	27 July 2022	3 days	25%
4.	Submission of the final report to UNDP Final Report	29 July 2022	2 days	20%
	Total:		15 days	100%

## V. Institutional Arrangement

Reporting: The Consultant shall report to the Program Manager.

The Consultant will work at the Republican AIDS center (RAC) Office at dispensary department with specialists of dispensary department of the RAC.

## 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 dependents, 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, licenses 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, licenses 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**

### **Contract for the services of an Individual Contractor**

No. IC/2022/

This Contract is entered into on [insert date] 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 [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], 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](http://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 [currency] \_\_\_\_\_ 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.

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.

## **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 the 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](http://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:**  
**United Nations Development Programme**

**INDIVIDUAL CONTRACTOR:**

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

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

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

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