



February 25, 2021

## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

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<b>Country:</b>	Tajikistan
<b>Program:</b>	An integrated landscape approach to enhancing the climate resilience of small-scale farmers and pastoralists in Tajikistan
<b>Title:</b>	Chief Technical Advisor (CTA)
<b>Description of Assignment:</b>	International Consultant for provision support and leading the achievement of expected project results.
<b>Period of assignment/services:</b>	140 working days within 24 months (March 2021 – February 2023)
<b>Duty station:</b>	60 working days homebased support, 80 working days mission, for up to 10 travels to Dushanbe, Tajikistan
<b>Type of Contract:</b>	Individual Consultant (IC)
<b>Application Deadline:</b>	March 11, 2021

### *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 in the system**). (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 should be sent to e-mail address [ic.tj@undp.org](mailto:ic.tj@undp.org), for proper evaluation prior to the deadline:
  - Offeror's letter to UNDP confirming interest and availability
- stating your interest and qualifications for the advertised position
- provide a brief methodology on how the consultant will approach and conduct the work
  - Breakdown of costs supporting the all-inclusive financial proposal
  - Personal CV including past experience in similar projects and at least 3 references

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

Candidates should submit the above-mentioned documents by **March 11, 2021** 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.

## **INTRODUCTION**

The UNDP Country Office in Tajikistan, together with Committee for Environmental Protection under the Government of the Republic of Tajikistan, is launching a large-scale project “An integrated landscape approach to enhancing the climate resilience of small-scale farmers and pastoralists in Tajikistan” funded by Adaptation Fund.

The objective of the proposed project is to enhance the livelihoods of the small-scale farmers and pastoralists living in the Kofarnihon River Basin (KRB) under impending climate change conditions. Such conditions are expected to include increased frequencies and intensities of extreme climate events such as intense rainfall, flooding and droughts. The overarching approach of the project is to employ integrated catchment management approaches within KRB. To this end, a climate-resilient catchment management strategy will be designed for the basin, which will enable national rural development planners, local government, and local communities to manage a wide range of climate risks.

Complementing the catchment management strategy, the proposed project will directly build the resilience of selected communities by: (a) implementing on-the-ground EbA; (b) supporting agro-ecological extension services to provide technical assistance on climate change adaptation practices to local community members; (c) promoting the development of business models that capitalize on EbA interventions; and (d) developing a Payment for Ecosystem Services (PES) approach to support the long-term financing of climate-resilient catchment management plans across Tajikistan.

Three interrelated components within the project will contribute to achieving this objective, namely: i) Integrated catchment management to build climate resilience; ii) Integrated approach to building the climate resilience of agro-ecological landscapes operationalised at village level; and iii) Knowledge management on building climate resilience through integrated catchment management and EbA in the KRB.

The project will be nationally implemented (NIM) by the Committee for Environmental Protection under the Government of the Republic of Tajikistan (COEP) with support from the UNDP, in line with the Standard Basic Assistance Agreement (SBAA, 1993), the UN Development Assistance Framework (UNDAF) 2016-2021 signed between the UN and the Government of Tajikistan, and the UNDP Country Programme Document 2016-2021 signed between UNDP and the Government of Tajikistan.

In recognition of the importance of a livelihoods enhancement of small farmers and pastoralists in Kofarnihon River Basin, UNDP in collaboration with COEP, seeks to recruit a Chief Technical Advisor (CTA), with significant experience to assist on delivering the envisaged project results and lead the achievement of expected project results, by providing strategic guidance to the project staff for the implementation of activities in accordance with the Project Document.

### **Objectives**

The Chief Technical Advisor (CTA) of the project will be contracted by UNDP Tajikistan and will work closely with the National Project Manager (PM) and the project team. The CTA will report to the UNDP Team Leader/Climate Change, DRR, Energy and Environment and will work under the guidance of Deputy Resident Representative.

## **SCOPE OF WORK**

### **General Responsibilities:**

The CTA is expected to support the implementation of all three project components as well as the project management.

Five main functions of CTA are as follows:

- Lead and provide technical supervision and advice, and quality assurance.
- Strategic policy advice and knowledge management.
- Programme planning, implementation, M&E and reporting.
- Capacity building and knowledge transfer.
- Partnerships and advocacy on climate change and adaptation, and human development work.

**Specific Tasks and Responsibilities:**

- Coordinate and provide technical guidance and support the project implementation, including regular and timely feedback to UNDP Country Office on the project status including progress, bottlenecks, and main challenges;
- Ensure that the project maintains strategic direction through provision of support to set-up and implementation of the monitoring and evaluation system with a particular focus on assessing the progress based on the results framework and towards the project's targets and indicators;
- Support the Project Manager (PM) and the project team to ensure standard project management tools are in place and used in a day-to-day basis to produce quality outputs;
- Support the PM and the project team in observing general conditions of the contract agreed upon with the donor including operational standards and regulations.
- Support to preparation of Terms of References (TORs) for national and international technical experts, consultants, and technical companies;
- Technical guidance for overall management and administration: Provide technical and managerial feedback and inputs to all activities of the project as well as to progress and donor reporting requirements;
- Support adoption of a learning and adaptive approach to project management and implementation;
- Provide policy advice and technical support to government, UNDP Country Office and other partners on related project concepts, approaches and mechanisms;
- Strengthen project's focus on quality outputs, through reviews and inputs to all major project outputs and assist in documentation of lessons learned throughout the project implementation;
- Provide technical advice on development of annual and multi-year work plans, review of the project road map, and theory of change, project technical reports, project activity reports, and project monitoring and evaluation reports including annual progress reports and project reports to the donor (AF);
- Provide international best practices and share knowledge on key project strategies including integrated catchment management, EbA, CSA, SLM, and rural development approaches. Actively contribute in development of knowledge, learning events, synthesis of best practices and lessons learned for organizational sharing and learning as well as external information;
- Conduct regular field visits to the pilot sites in order to review the progress of the project activities on the ground and advise and guide the project team apply corrective measures in line with the project strategy and work plan;
- Sector-wide coordination and strategic partnership: Support UNDP Country Office, PM and the team in development of synergies with similar active projects, coordination frameworks and platforms to exchange on available best practices. Provide inputs for further resource mobilization efforts with UNDP Country Office;
- Take the lead in designing appropriate monitoring tools and mechanisms for the project and support monitoring and evaluation processes during implementation of the project;
- Ensure development and sound implementation of the project sustainability plan/exit strategy.

**In addition to the tasks above, the CTA is expected to deliver on the development of integrated catchment management strategy and an associated capacity building framework (Training Programme) for Kofarnihon river basin. This will include:**

- Guiding development of Multi-Hazard Climate Risk Models for the Kofarnihon River Basin;
- Supporting an upgrade of automated weather stations in Kofarnihon River Basin watersheds, including guidance on relevant capacity building interventions;
- Development of integrated catchment management strategy for the Kofarnihon River Basin, including associated capacity building interventions (Training Programme);
- Development of institutional improvement and governance mechanisms for integrated climate-resilient catchment management;
- Development of payment for Ecosystem Services models to support the long-term financing of integrated catchment management strategy implementation;
- Support establishment of agro-ecological extension services in the Kofarnihon river basin;
- Support identification, prioritization and implementation of ecosystem-based adaptation measures in the watershed (selection and design of EbA demonstration plots).
- Travel:
- The Consultant will provide 60 working days of home-based support and 80 working days on mission in the country (UNDP Tajikistan country and field offices). The CTA shall be traveling to the country as per the detailed mission programme agreed upon with UNDP.

## **PURPOSE**

The CTA will assist the Committee for Environmental Protection under the Government of the Republic of Tajikistan to deliver on the envisaged project results. The CTA will lead the achievement of expected project results, by providing strategic guidance to the project staff for the implementation of activities in accordance with the Project Document.

The CTA will work in close collaboration with the Committee for Environmental Protection along with UNDP Programme, Operations, Communications and other project teams in the UNDP Country Office (CO) for effective achievement of results, anticipating and resolving complex project related issues. The incumbent is expected to exercise full compliance with UNDP programming, financial, procurement and administrative rules, regulations, policies and strategies, as well as implementation of the effective internal control systems.

## **DUTIES AND RESPONSIBILITIES**

The CTA will provide support to the project with international standards and quality. The CTA will hold the expertise and guide the project team and government stakeholders in framing and executing integrated watershed management approaches and strategies in the target Kofarnihon river basin. S/he will monitor and support the implementation of all project components through home-based work as well as field presence and coordinate all related specialized inputs throughout the project implementation.

CTA's technical support will include missions to Tajikistan as feasible with an average duration of 8 days which will include working in UNDP Country Office, project offices and visiting the field (project pilot sites), responding to technical queries, commenting on, and acceptance/approval of the project technical reports, project progress reports, project monitoring and evaluation reports and reports to the donor, etc.

**The detailed ToR is presented in Annex 3.**

## **REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

### **Corporate Competencies**

- Demonstrates integrity by modeling the UN's values and ethical standards;
- Promotes the vision, mission, and strategic goals of UN;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Treats all people fairly without favoritism;

### **Functional Competencies**

- Climate change adaptation in the context of natural resource management broadly;
- Knowledge of integrated catchment management approaches to sectoral and community level land use and management solutions; ability to undertake or coordinate multi-hazard risk assessment and modelling work is an asset;
- Research and analytical skills combined with good communication skills, including drafting skills and writing skills, in English and possibly another UN language (Russian, Persian);
- Able to work independently and as part of team and deliver on time under pressure.

### **Academic Qualifications:**

- Minimum advanced university degree (Master's degree or equivalent) in Development Studies, Natural Resources Management, Rural Development, Social Development, Economics, or related field that is relevant for natural resources management and climate change mitigation/adaptation in developing countries.

### **Professional experience.**

- At least 10 years of broad international experience in climate resilient development, community resilience, including climate smart agriculture and rural development.
- Solid experience in providing policy advice to the government agencies to enhance national and sectoral policies to respond to climate change risks.
- International expertise and experience in integrated watershed management approaches to climate risk reduction, climate change adaptation, sustainable land management, river basin and catchment management, ecosystem-based adaptation, drought, and water scarcity is a great asset.
- Extensive experience in design and running adaptive management tools, monitoring and evaluation mechanisms.
- Proven experience as Team Leader/CTA from one or more projects of similar nature. Good track record of project management with United Nations System or any other international multilateral agencies. Successful records of engagement in AF, GEF funded projects is an asset.
- Substantial experience in leading teams of national and international experts and working in a multi-cultural environment.
- Experience in working, liaising, and collaborating with government representatives, officials, local authorities, civil society organizations, and public international organizations.
- Familiarity with Tajikistan's institutional and cultural context is an asset.

### **Knowledge of languages:**

- Excellent knowledge of oral and written English.
- Knowledge of Russian and/or Persian is an asset.

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

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

- Letter of Confirmation of Interest and Availability using the template provided by UNDP.
- Personal CV and/or resume.

- 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)
- 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](mailto:ic.tj@undp.org)) by (11 March 2021). Incomplete applications will be excluded from further consideration.

## 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 - 164 USD, for Regional Centers – 65 USD and elsewhere - 45 USD, Khorog – 98, Darvaz (Karon Palace) – 111 USD)*

## Travel

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

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

## EVALUATION

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

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

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

Technical Proposal Evaluation		Points (weights)
1	Minimum advanced university degree (Master's degree or equivalent) in Development Studies, Natural Resources Management, Rural Development, Social Development, Economics, or related field that is relevant for natural	Max 10

<b>Technical Proposal Evaluation</b>		<b>Points (weights)</b>
	resources management and climate change mitigation/adaptation in developing countries;	
<b>2</b>	<p>At least 10 years of broad international experience in climate resilient development, community resilience, including climate smart agriculture and rural development.</p> <p>Solid experience in providing policy advice to the government agencies to enhance national and sectoral policies to respond to climate change risks.</p> <p>International expertise and experience in integrated watershed management approaches to climate risk reduction, climate change adaptation, sustainable land management, river basin and catchment management, ecosystem-based adaptation, drought, and water scarcity is a great asset.</p> <p>Extensive experience in design and running adaptive management tools, monitoring and evaluation mechanisms.</p> <p>Proven experience as Team Leader/CTA from one or more projects of similar nature. Good track record of project management with United Nations System or any other international multilateral agencies. Successful records of engagement in AF, GEF funded projects is an asset.</p> <p>Substantial experience in leading teams of national and international experts and working in a multi-cultural environment.</p> <p>Experience in working, liaising, and collaborating with government representatives, officials, local authorities, civil society organizations, and public international organizations.</p> <p>Familiarity with Tajikistan's institutional and cultural context is an asset.</p>	Max 25
<b>3</b>	<p>Excellent knowledge of oral and written English.</p> <p>Knowledge of Russian and/or Persian is an asset.</p>	Max 10
<b>4</b>	Technical proposal outlining the methodology and approaches to the assignment as per expected deliverables and Interview	Max 25
<b>Total Technical</b>		<b>Max 70 points 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 \_\_\_\_\_

*(Name of Resident Representative/Bureau Director)*

United Nations Development Programme

*(Specify complete office address)*

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 [ *indicate title of assignment* ] under the [ *state project title* ];
- 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 Resume or 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 [ *delete this item if the TOR does not require submission of this document* ];
- e) I hereby propose to complete the services based on the following payment rate : [ *pls. check the box corresponding to the preferred option* ]:
  - 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 \_\_\_\_\_ days [*minimum 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 [*disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists*];

j) If I am selected for this assignment, I shall [*pls. 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:

\_\_\_\_\_

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

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- 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, pls. 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.

Full Name and Signature:

Date Signed :

\_\_\_\_\_

\_\_\_\_\_

**Annexes [pls. check all that applies]:**

- Resume or CV
- 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

## SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

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

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

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

<i>Cost components</i>	<i>Unit cost</i>	<i>Quantity</i>	<i>Total rate for the Contract Duration</i>
<b>I. Personnel Cost</b>			
Professional fee			
Life insurance			
Medical insurance			
Other (pls. specify)			
<b>TOTAL</b>			
<b>II. Duty Travel</b>			
Travel to duty station (if required)			
Living allowance			
Others (pls. specify)			
<b>TOTAL</b>			

b) Breakdown of Cost by Deliverables\*

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

\*Basis for payment tranches

Proposed by:

Signature:

Date:

## **TERMS OF REFERENCE**

### **Chief Technical Advisor (CTA) for the Project “An integrated landscape approach to enhancing the climate resilience of small-scale farmers and pastoralists in Tajikistan”**

Location: TAJIKISTAN  
Type of Contract: Individual Contract – International  
Languages Required: English. Russian and/or Persian is an advantage.  
Starting Date: March 2021  
End Date: February 2023 (with possibility of extension)  
Duration of Contract: Maximum 140 working days in 24 months. Home-based and travel to Tajikistan. 80 working days mission, working in UNDP Project Office as needed, for up to 10 missions + 60 working days of home-based support (80 days in 2021, 60 days in 2022).

### **BACKGROUND AND CONTEXT**

The Republic of Tajikistan is the most climate-vulnerable country in Central Asia. Extreme rainfall events have become more frequent and intense, the rainfall season has shortened in many parts of the country, air temperatures have risen markedly, and glacial melting is accelerating. As a result, hydro-meteorological disasters such as droughts, floods, mudflows and landslides are more frequent and rates of soil erosion across the country are increasing. The socio-economic impacts of these changes are considerable: livelihoods, agricultural productivity, water availability and hydroelectricity production are all compromised. Indeed, natural hazards, most of which are linked to climate change (e.g. droughts and landslides), result in annual losses equivalent to about 20% of the country’s Gross Domestic Product (GDP).

The vulnerability of Tajikistan to climate change is exacerbated by a low adaptive capacity as a result of ageing infrastructure, the disproportionate number of women in poverty compared with men, and limited institutional capacity. This vulnerability is expected to intensify in the future, and consequently the building of climate resilience across the country is of paramount importance.

In this context, the proposed Adaptation Fund (AF) Project – “An integrated landscape approach to enhancing the climate resilience of small-scale farmers and pastoralists in Tajikistan” was approved to introduce an integrated approach to landscape management to develop the climate resilience of rural communities in Tajikistan. The objective of the proposed project is to enhance the livelihoods of the small-scale farmers and pastoralists living in the Kofarnihon River Basin (KRB) under impending climate change conditions. Such conditions are expected to include increased frequencies and intensities of extreme climate events such as intense rainfall, flooding and droughts. The overarching approach of the project is to employ integrated catchment management within the KRB. A climate-resilient catchment management strategy is to be designed for the basin which will enable national rural development planners, local government and local communities to manage a wide range of climate risks.

Important principles underpinning the strategy will include: (i) climate risks will need to be managed at a range of spatial scales (catchment and watershed); (ii) upstream-downstream interactions at different time scales (e.g. via glacial lake outburst floods, flooding and soil erosion) will need to be understood by planners and decision-makers in the KRB; (iii) long-term development plans for the KRB will need to include a focus

on climate risk management; (iv) a cross-sectoral and integrated approach for managing water resources, forests, pasture land and agricultural land at the watershed level will be required to build climate resilience; (v) landscape management interventions will need to focus on Ecosystem-based Adaptation (EbA), which will invariably include elements of both Sustainable Land Management (SLM) and Climate-smart Agriculture (CSA) practices; and (vi) existing knowledge management platforms and hubs will need to be used to present lessons learnt within the KRB for promoting future national upscaling and replication of the project's activities.

Complementing the catchment management strategy, the proposed project will directly build the resilience of selected communities by: (a) implementing on-the-ground EbA; (b) supporting agro-ecological extension services to provide technical assistance on climate change adaptation practices to local community members; (c) promoting the development of business models that capitalize on EbA interventions; and (d) developing a Payment for Ecosystem Services (PES) approach to support the long-term financing of climate-resilient catchment management plans across Tajikistan.

#### Project Components:

The project aims to tackle the considerable socio-economic impacts of climate change on vulnerable communities' livelihoods, agricultural productivity and water availability through the following components:

##### Component 1: Integrated catchment management to build climate resilience

The outcome under component 1 is to develop a catchment management strategy to manage climate risks operationalized at district and Jamoat (sub-district) levels in Kofarnihon River Basin. Integrated land and water resources management principles will be introduced to Tajik authorities at the district and Jamoat levels to effectively address the climate change impacts. The integrated, climate-resilient catchment management strategy for the KRB will be developed using a multi hazard climate risk approach, which will detail the climate risk scenarios in each KRB watershed and will provide the district and Jamoat government levels with guidelines for managing these risks.

##### Component 2: Ecosystem-based Adaptation (EbA), including Climate Smart Agriculture (CSA) and Sustainable Land Management (SLM), in agro-ecological landscapes

The integrated catchment management strategy developed under Component 1 will inform development across all economic sectors at a catchment scale in the KRB. It will not, however, be sufficiently detailed to inform land-use management practices at a watershed scale. Outcome under Component 2 will consequently include the development and operationalizing of Watershed Action Plan (WAPs). These plans are expected to have an overarching focus on addressing climate risks, thereby ensuring full alignment with the catchment management strategy. Six target districts have been identified for EbA implementation (upstream districts linked with those in downstream regions).

Under this outcome, an integrated approach for building community resilience to climate change will be established, demonstrated and subsequently implemented. This approach will be informed by detailed WAPs and community enterprise plans that will focus on building the climate resilience of the communities.

##### Component 3: Knowledge management on building climate resilience through integrated catchment management and EbA in the KRB

The integrated catchment management approach using EbA of the proposed project have significant upscaling potential throughout Tajikistan and in Central Asia. Consequently, lessons learned from this project will provide an evidence-base to both inform and promote project activities beyond the project's geographical

scope. To ensure that lessons learned are adequately collected, collated and disseminated, this component intends to focus on strengthening knowledge management around integrated catchment management and EbA in Tajikistan.

The project is nationally implemented (NIM) by the Committee for Environmental Protection under the Government of the Republic of Tajikistan with support from the UNDP, in line with the Standard Basic Assistance Agreement (SBAA, 1993), the UN Development Assistance Framework (UNDAF) 2016-2021 signed between the UN and the Government of Tajikistan, and the UNDP Country Programme Document 2016-2021 signed between UNDP and the Government of Tajikistan.

## **SCOPE OF WORK**

The Chief Technical Advisor (CTA) of the project will be contracted by UNDP Tajikistan and will work closely with the National Project Manager (PM) and the project team. The CTA will report to the UNDP Team Leader/Climate Change, DRR, Energy and Environment and will work under the guidance of Deputy Resident Representative.

The CTA will assist the Committee for Environmental Protection under the Government of the Republic of Tajikistan to deliver on the envisaged project results. The CTA will lead the achievement of expected project results, by providing strategic guidance to the project staff for the implementation of activities in accordance with the Project Document.

The CTA will work in close collaboration with the Committee for Environmental Protection along with UNDP Programme, Operations, Communications and other project teams in the UNDP Country Office (CO) for effective achievement of results, anticipating and resolving complex project related issues. The incumbent is expected to exercise full compliance with UNDP programming, financial, procurement and administrative rules, regulations, policies and strategies, as well as implementation of the effective internal control systems.

The CTA will provide support to the project with international standards and quality. The CTA will hold the expertise and guide the project team and government stakeholders in framing and executing integrated watershed management approaches and strategies in the target Kofarnihon river basin. S/he will monitor and support the implementation of all project components through home-based work as well as field presence and coordinate all related specialized inputs throughout the project implementation. CTA's technical support will include missions to Tajikistan as feasible with an average duration of 8 days which will include working in UNDP Country Office, project offices and visiting the field (project pilot sites), responding to technical queries, commenting on, and acceptance/approval of the project technical reports, project progress reports, project monitoring and evaluation reports and reports to the donor, etc.

The CTA will ensure that the project maintains strategic direction towards achievement of intended results during implementation with a sharp focus on quality outputs. The CTA will provide UNDP Tajikistan with insight on the project progress, bottlenecks and solutions for the challenges. S/he will also support the project team to ensure efficiency and effectiveness of the project. S/he would also support the project in high quality planning, monitoring and supervising as well as transferring up-to-date technical knowledge and customizing best practices for the context of the project pilots in the areas of project key strategies such as Area-Based Development, capacity development and local community empowerment, local economic development, sustainable alternative livelihoods, land and water management, climate-smart agriculture, etc.

The CTA shall also support the project by providing guidance on implementation of AF-funded projects and will share up-to-date and relevant best practices from UNDP and other international organizations. The scope of technical support will also cover exploring South-South and Triangular Cooperation opportunities and developing linkages between the Project and other similar projects implemented in the region and in other parts of the world. S/he would also help the project to ensure a learning and adaptive approach to project management and implementation.

The CTA coordinates and provides technical guidance to the team of international and national consultants/technical specialists, and a number of other short-term international and national technical consultants.

The relevant consultants/technical specialists are:

- International Consultant for Multi-Hazard Climate Risk Modeling (50 days);
- International Consultant / IT Expert for collecting and collating data (30 days);
- International Consultant for development of an evaluation framework (50 days);
- National Consultant to conduct gap analyses (125 days);
- National Consultants to support development of Multi-Hazard Climate Risk Models (100 days);
- National Consultants to support data collection and collation (50 days);
- National Consultants to support trainings of local community members to receive advisories (150 days);
- National Consultants to support the development of the climate strategy (2 persons, 100 days each);
- National Consultants to assist International Consultants in conducting training programme on Integrated Catchment Management and to continue training workshops (100 days);
- National Environmental Economist and National Policy Expert for development of PES models (2 persons, 100 days each);
- National Watershed Expert for participatory mapping (150 days);
- National Communications Expert for participatory mapping (150 days);
- National Consultants on WAPs development (2 persons, 100 days each).

The CTA has five main functions as follows:

- Lead and provide technical supervision and advice, and quality assurance.
- Strategic policy advice and knowledge management
- Programme planning, implementation, M&E and reporting
- Capacity building and knowledge transfer
- Partnerships and advocacy on climate change and adaptation, and human development work

S/he will be based in the UNDP's Project Implementation Unit, work closely with the National Project Manager/UNDP and National Project Director/CEP, International and National Consultants/Technical Specialists, other Program staff, and national counterparts (national implementing partners). As part of the PIU Team, the CTA will agree with the National Project Manager on her/his specific tasks and contributions.

### **Detailed Responsibilities:**

The key tasks of the CTA will include:

- Coordinate and provide technical guidance and support the project implementation, including regular and timely feedback to UNDP Country Office on the project status including progress, bottlenecks, and main challenges.
- Ensure that the project maintains strategic direction through provision of support to set-up and implementation of the monitoring and evaluation system with a particular focus on assessing the progress based on the results framework and towards the project's targets and indicators.
- Support the Project Manager (PM) and the project team to ensure standard project management tools are in place and used in a day-to-day basis to produce quality outputs.
- Support the PM and the project team in observing general conditions of the contract agreed upon with the donor including operational standards and regulations.
- Support to preparation of Terms of References (TORs) for national and international technical experts, consultants, and technical companies.
- Technical guidance for overall management and administration: Provide technical and managerial feedback and inputs to all activities of the project as well as to progress and donor reporting requirements.
- Support adoption of a learning and adaptive approach to project management and implementation.
- Provide policy advice and technical support to government, UNDP Country Office and other partners on related project concepts, approaches and mechanisms.
- Strengthen project's focus on quality outputs, through reviews and inputs to all major project outputs and assist in documentation of lessons learned throughout the project implementation.
- Provide technical advice on development of annual and multi-year work plans, review of the project road map, and theory of change, project technical reports, project activity reports, and project monitoring and evaluation reports including annual progress reports and project reports to the donor (AF).
- Provide international best practices and share knowledge on key project strategies including integrated catchment management, EbA, CSA, SLM, and rural development approaches. Actively contribute to development of knowledge, learning events, synthesis of best practices and lessons learned for organizational sharing and learning as well as external information.
- Conduct regular field visits to the pilot sites in order to review the progress of the project activities on the ground and advise and guide the project team apply corrective measures in line with the project strategy and work plan.
- Sector-wide coordination and strategic partnership: Support UNDP Country Office, PM and the team in development of synergies with similar active projects, coordination frameworks and platforms to exchange on available best practices. Provide inputs for further resource mobilization efforts with UNDP Country Office.
- Take the lead in designing appropriate monitoring tools and mechanisms for the project and support monitoring and evaluation processes during implementation of the project.
- Ensure development and sound implementation of the project sustainability plan/exit strategy.

In addition to the tasks above, the CTA is expected to deliver on the development of integrated catchment management strategy and an associated capacity building framework (Training Programme) for Kofarnihon river basin. This will include:

- Guiding development of Multi-Hazard Climate Risk Models for the Kofarnihon River Basin.
- Supporting an upgrade of automated weather stations in Kofarnihon River Basin watersheds, including guidance on relevant capacity building interventions.
- Development of integrated catchment management strategy for the Kofarnihon River Basin, including associated capacity building interventions (Training Programme).
- Development of institutional improvement and governance mechanisms for integrated climate-resilient catchment management.

- Development of payment for Ecosystem Services models to support the long-term financing of integrated catchment management strategy implementation.
- Support establishment of agro-ecological extension services in the Kofarnihon river basin.
- Support identification, prioritization and implementation of ecosystem-based adaptation measures in the watershed (selection and design of EbA demonstration plots).

**Expected Outputs/Reports:**

The CTA will support the implementation of all three project components as well as the project management. The CTA will visit the project 10 times during the course of 24 months. The CTA will be a member of the Project Core Team and if possible, will participate in all Project Steering Committee meetings.

Description of Output/Deliverables	Expected delivery date
Regular and timely feedback and insight to UNDP in the form of written summary report on the project status including progress (based on the results framework), bottlenecks and main challenges.	Once every quarter of the year
Substantive technical advice on project work plans (annual and multi-year), M&E mechanism, use of standard management tools, learning and adaptive management approach in the project.	Every six months
Provision of support to the project team in conducting horizon scanning, review of the Theory of Change and project roadmap.	Twice during the contract
Regular missions to Tajikistan including field visits	1 mission per each quarter, 10 missions in total
Review and comment on technical documents including project technical reports, project activity reports, TORs, and project monitoring and evaluation reports including project annual reports and periodic reports to donor.	On-going during the contract
Provide the project with international best practices related to the main goal, overall strategy of the project (area-based development) and three main components and support the project with the respective technical guidelines, procedures and training materials	On-going during the contract

**Verification:** Compliance of the contract implementation processes and its results with these Terms of Reference will be verified by UNDP Tajikistan and based on feedback from Project Manager on the satisfactory performance of the CTA (official letter), project document and AF General Conditions.

**Duty Station:** The Contractor will provide 60 working days of home-based support and 80 working days on mission in the country (UNDP Tajikistan country and field offices). The CTA shall be traveling to the country as per the detailed mission programme agreed upon with UNDP.

**REQUIRED SKILLS:**

- **Professionalism:** Knowledge and understanding of theories, concepts and approaches relevant to project context. Strong analysis of underlying social, legal and financial mechanisms and the political context. Ability to develop strong graphic materials (concept plans, sustainability mechanisms, diagrams) as well as substantive reports. Knowledge of rural development and climate change issues. Ability to observe deadlines and achieve set goals. Ability to work and deliver under pressure.

- **Communication:** Excellent written and oral presentation skills in English. Good presentation skills. Ability to communicate complex interventions in a clear language and convincing narratives. Capabilities to effectively communicate in workshop settings and teams.
- **Teamwork:** Ability to work collaboratively with colleagues to achieve agreed goals.
- **Planning and Organizing:** Ability to prioritize activities and assignments and to easily switch between different sub-projects.
- **Creativity:** Strong conceptual thinking. Is not bound by current thinking or traditional approaches, takes calculated risks on new and unusual ideas; thinks “outside the box”, and offers new and different options to solve problems or meet client needs. Can easily develop clear plans in contexts with limited information and datasets. Finds ways to extract and combine data and information to create base maps. Is both able to reduce complexity as well as sensitive to specific rural settings and the landscape.
- **Management:** Ability to manage smaller project teams, divide workload and sustain efficiency.

## QUALIFICATIONS

The CTA shall be required to have the following eligibility criteria:

### Education:

- Minimum advanced university degree (Master’s degree or equivalent) in Development Studies, Natural Resources Management, Rural Development, Social Development, Economics or related field that is relevant for natural resources management and climate change mitigation/adaptation in developing countries.

### Work Experience:

- Minimum 10 years of broad international experience in climate resilient development, community resilience, including climate smart agriculture and rural development.
- Solid experience in providing policy advice to the government agencies to enhance national and sectoral policies to respond to climate change risks.
- International expertise and experience in integrated watershed management approaches to climate risk reduction, climate change adaptation, sustainable land management, river basin and catchment management, ecosystem-based adaptation, drought, and water scarcity is a great asset.
- Extensive experience in design and running adaptive management tools, monitoring and evaluation mechanisms.
- Proven experience as Team Leader/CTA from one or more projects of similar nature. Good track record of project management with United Nations System or any other international multilateral agencies. Successful records of engagement in AF, GEF funded projects is an asset.
- Substantial experience in leading teams of national and international experts and working in a multi-cultural environment.
- Experience in working, liaising, and collaborating with government representatives, officials, local authorities, civil society organizations, and public international organizations.
- Familiarity with Tajikistan’s institutional and cultural context is an asset.
- Very good command of oral and written English. Knowledge of Russian and/or Persian is an asset.

### Technical Knowledge:

- Climate change adaptation in the context of natural resource management broadly.
- Knowledge of integrated catchment management approaches to sectoral and community level land use and management solutions; ability to undertake or coordinate multi-hazard risk assessment and modelling work is an asset.

- Research and analytical skills combined with good communication skills, including drafting skills and writing skills, in English and possibly another UN language (Russian, Persian).
- Able to work independently and as part of team and deliver on time under pressure.

Language Skills:

For this consultancy, fluency in oral and written English is required. Although not a requirement, knowledge of Russian or Persian will be an advantage.

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

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

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

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

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation

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

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

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

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

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the

Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

**6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute 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 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**

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**Contract for the services of an Individual Contractor**No. **IC/2021/**

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

**1. Nature of services**

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

**2. Duration**

This Individual Contract shall commence on \_\_\_\_\_, and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than \_\_\_\_\_, unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at [www.undp.org/procurement](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 \_\_\_\_\_ in accordance with the table set forth below. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE	AMOUNT IN USD

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

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

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

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

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

**5. Beneficiary**

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

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

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

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

**By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at [www.undp.org/procurement](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:**

**INDIVIDUAL CONTRACTOR:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_