

January 08, 2019

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Country:	Tajikistan
Description of Assignment:	International Consultant for the Spotlight Initiative to do review, analyses legislation and Policies Affecting Sexual and Gender based Violence Against Women and Girls (SGBV).
Period of assignment/services:	60 days within February 2020 to July 30, 2020 (40 working days for home/desk work and 20 working days in-country mission)
Duty station:	Home-based with 2 missions to Dushanbe, Tajikistan
Type of Contract:	Individual Consultant (IC)
Application Deadline:	January 24, 2019

Application procedures

Interested candidates are strongly encouraged to apply online via website www.jobs.undp.org:

- In order to be considered in the long list of applicants please go to the Registration link, register your account and upload Personal CV or Resume. (If you already have a registered account, please use your login and password for further applying).
- Further, in the list of announced vacancies click on apply link beside the Vacancy post. You will be receiving a confirmation e-mail in short period to the address indicated in your account.
- Additional documents should be sent to e-mail address ic.tj@undp.org, for proper evaluation:
 - Proposal:
 - stating your interest and qualifications for the advertised position
 - provide a brief methodology on how you will approach and conduct the work.
 - Financial proposal
 - Personal CV including past experience in similar projects and at least 3 references

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

Candidates should submit the above-mentioned documents by **January 24, 2019** via e-mail to ic.tj@undp.org Title of assignment should be written in the subject line of the email.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or email indicated above. UNDP Tajikistan will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

INTRODUCTION

The European Union and the United Nations have embarked on a global plan to address all forms of violence against women and girls (VAWG). The Spotlight Initiative, as it is called, was launched in September 2017 by the United Nations (UN) Secretary-General and the European Union (EU) High Representative and Vice President (HRVP).

The Spotlight Initiative program will follow a transformative and evidence-based approach, addressing unequal power relations between men and women and focusing on gender equality and women's empowerment. In line with the principles of the 2030 Agenda for Sustainable Development, it will be based on a human rights-based approach and will take into consideration the specific needs of women and girls who experience multiple and intersecting forms of discrimination; and uphold the principle of "leaving no one behind". The program supports the multilateral relationship with the UN in the pursuit of the goal of gender equality and a world free of gender-based violence. The **UN Resident Coordinator and the Heads of UN Recipient Organizations** (RUNOs), which are (UNDP, UN Women, UNFPA and UNICEF) are jointly accountable to the Government and the people of Tajikistan for the delivery of strategic results of the Country Programme.

The Spotlight Initiative programs will be created and delivered around six outcome areas or pillars addressing the root causes and manifestations of SGBV: Laws and policies, institutional strengthening, prevention, services, data management and CSOs and women's movement.

UNDP in Tajikistan is seeking an International Consultant to review and provide recommendations for the development and improvement of the national legislative and regulatory framework in Tajikistan relevant to the implementation of the Outcome 1 on Legislation and Policies affecting SGBV.

PURPOSE

The International Consultant is required to work in close consultation with and under the guidance and coordination of UNDP Team leader on Governance/Rule of Law and Human Rights and in close cooperation with Spotlight Initiative Programme Team. The purpose of this assignment to conduct review, analyses of legislation and Policies Affecting Sexual and Gender based Violence Against Women and Girls (SGBV).

DUTIES AND RESPONSIBILITIES

The International Consultant will undertake a review and gap analysis of the assess existing legislation related to SGBV in Tajikistan in relation to international conventions and treaties including the Istanbul Convention. This should include but is not limited to complex and multi-sectoral nature of SGBV programming (health, legal/justice, security judiciary, labor and education), M&E frameworks, CSO's engagement, local management, financing mechanisms, collaboration and coordination across key sectors.

Five additional National Consultants will be recruited for the legislative review in specific sectors as: Justice, Security, Labor, Health and Education to support the mission of International Consultant.

The detailed Term of Reference is presented in Annex 2.

REQUIREMENTS FOR EXPERIENCE AND QUALIFICATION

Corporate competencies:

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

Functional competencies:

- Strong background in conducting monitoring and reporting;
- Demonstrable knowledge of facilitating and planning consultations;
- Demonstrated analytical and writing skills;
- Excellent presentation skills;
- Reliability and timeliness in keeping deadlines and delivering high quality services.

Academic qualifications:

- Master's degree or equivalent in jurisprudence, human rights and law, legal framework, gender, international development, international relations, other social science or an area relevant to the deliverables of this ToR.

Professional experience:

- Minimum 5 to 7 years' experience in legal knowledge and advocacy for gender equality, and SGBV in developing countries;
- Minimum 5 to 7 years of experience in analysis of legislation, policies, codes, strategies and plans, providing technical assistance, program, policy analysis, and strategic planning, working with, and building partnerships with governments, donors and civil society organizations internationally;
- Excellent experience, knowledge and expertise in program development, implementation, results-based management and reporting;
- Experience in working on rights-based approaches including intervention models to address multiple and intersecting forms of discrimination;
- Experience in conducting review and analysis of legislation, preparation of legal documents;
- Knowledge and understanding of social and political issues in Tajikistan would be of distinct advantage;
- Experience working with the UN system and/or EU would be an asset.

Language proficiency:

Fluency in English is required; Working knowledge of Russian or Tajik will be considered as an asset.

DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS:

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

- Technical Proposal: a brief methodology on how the consultant will approach and conduct the work; The Methodology is a subject for evaluation.
- Financial proposal;
- Personal CV including past experience in similar projects and at least 3 references

FINANCIAL PROPOSAL

- **Lump sum contracts**

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR.

The financial proposal 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*

** ICs may allocate living allowances for them when an assignment requires travel and include such allowances in their financial proposals. Such living allowances may be lower or equal to UN DSA rates, but under no circumstance should they be higher than UN DSA rates. (UN DSA rate for Dushanbe - 170 USD, for Regional Centers – 90 USD and elsewhere - 51 USD)*

Travel

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources. In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

EVALUATION

Individual consultants will be evaluated based on 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%

Technical Proposal Evaluation		Points (weight)
1	Master's degree or equivalent in jurisprudence, human rights and law, legal framework, gender, international development, international relations, other social science or an area relevant to the deliverables of this ToR.	Max 10
2	Minimum 5 to 7 years' experience: in legal knowledge and advocacy for gender equality, and SGBV in developing countries; in analysis of	Max 20

Technical Proposal Evaluation		Points (weight)
	legislation, policies, codes, strategies and plans; in providing technical assistance, program, policy analysis, and strategic planning; working with, and building partnerships with governments, donors and civil society organizations internationally.	
3	Excellent experience, knowledge and expertise in: program development, implementation, results-based management and reporting; Experience in working on rights-based approaches including intervention models to address multiple and intersecting forms of discrimination; Experience in conducting review and analysis of legislation, preparation of legal documents; Knowledge and understanding of social and political issues in Tajikistan would be of distinct advantage; Experience working with the UN system and/or EU would be an asset.	Max 20
4	Technical proposal outlining the methodology and approaches to the assignment as per expected deliverables.	Max 20
Total Technical		Max 70 points Min 49 points

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

ANNEXES:

- ANNEX 1. TECHNICAL AND FINANCIAL PROPOSAL SUBMISSION FORM**
- ANNEX 2. TERMS OF REFERENCE (TOR)**
- ANNEX 3. INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**
- ANNEX 4. SAMPLE INDIVIDUAL CONTRACT**

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

**BREAKDOWN OF COSTS
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

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

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

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

<i>Cost components</i>	<i>Unit cost</i>	<i>Quantity</i>	<i>Total rate for the Contract Duration</i>
I. Personnel Cost			
Professional fee			
Communications			
TOTAL			
II. Reimbursable Cost			
Travel costs (if required)			
Travel to project sites (Sughd and Khatlon regions)			
Living allowance (if required)			
Travel Insurance			
Others (pls. specify)			
TOTAL			

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

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

*Basis for payment tranches

Proposed by:

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

TERMS OF REFERENCE

Organization:	United Nations Development Program in Tajikistan
Program:	Spotlight Initiative
Post Title:	International Consultant for the Spotlight Initiative to do review, analyses legislation and Policies Affecting Sexual and Gender based Violence Against Women and Girls (SGBV).
Type of appointment:	Individual Contract
Duration of appointment:	60 working days (February to June 2020)
Duty station:	Dushanbe, Tajikistan with home-based work

II. BACKGROUND

The European Union and the United Nations have embarked on a global plan to address all forms of violence against women and girls (VAWG). The Spotlight Initiative, as it is called, was launched in September 2017 by the United Nations (UN) Secretary-General and the European Union (EU) High Representative and Vice President (HRVP).

The Spotlight Initiative program will follow a transformative and evidence-based approach, addressing unequal power relations between men and women and focusing on gender equality and women's empowerment. In line with the principles of the 2030 Agenda for Sustainable Development, it will be based on a human rights-based approach and will take into consideration the specific needs of women and girls who experience multiple and intersecting forms of discrimination; and uphold the principle of "leaving no one behind". The program supports the multilateral relationship with the UN in the pursuit of the goal of gender equality and a world free of gender-based violence. The UN Resident Coordinator and the Heads of UN Recipient Organizations (RUNOs), which are (UN Women, UNFPA, UNDP and UNICEF) are jointly accountable to the Government and the people of Tajikistan for the delivery of strategic results of the Country Programme.

The Spotlight Initiative programs will be created and delivered around six outcome areas or pillars addressing the root causes and manifestations of SGBV: Laws and policies, institutional strengthening, prevention, services, data management and CSOs and women's movement.

The Constitution of the Republic of Tajikistan provides for equality between men and women under Article 17 enacted in 2007. The legal framework for addressing Violence Against Women and Girls (SGBV) in Tajikistan is covered by legislation that was enacted in 2013, when the Law on Prevention of Violence in the Family (2013) and subsequently in 2014 the State Program for the Prevention of Domestic Violence for 2014–2023 were adopted. In addition, the State Program on Prevention of Violence in the family (2014-2023) is working to strengthen various mechanisms that have been put in place to prevent domestic violence.

While the Law on Prevention of Violence in the Family adopted in 2013 formally signaled the government's commitment to addressing DV, the implementation and enforcement of the law are lacking the vigour necessary to effect change. Remaining gaps have been identified in the lack of legislation criminalizing DV, weaknesses in the criminal justice system and institutions and mechanisms that can systematically address the widespread problem of DV. With the recent adoption of recommendations towards criminalizing domestic violence, there should be more convictions to signal the gravity of the crime and deter potential offenders. The implementation of the new law would require applying a 'do no harm' approach.

Although the Constitution of Tajikistan guarantees equal rights to both men and women and principle of non-discrimination is enshrined in the legislation, Tajikistan has the lowest gender parity index (0.679) in the Central Asia region, according the World Economic Forum. Despite progress and evidence of some advancement, particularly through legislative reform, harmful social norms and practices continue to perpetuate gender inequality. In Tajikistan, women and girls face barriers to accessing sexual and reproductive health and rights, education, economic opportunities and advancement, and are under-represented in decision-making.

Challenges remain in the capacity of the administration to effectively formulate and implement sound policies, to a great extent due to lack of financial means and poor coordination. Capacity to analyze, interpret and take action on available evidence remains weak. In addition, dominating social and cultural traditions define behavior patterns that are especially strong in rural areas, and often prevent learning and applying more up-to-date and effective methods and approaches to ensuring access to services, quality of services delivery and policy-making.

The quality and availability of services in Tajikistan is limited. Shortages of facilities, materials and qualified personnel are especially serious in rural areas. A similar situation can be observed across all social sectors. For example, Tajikistan faces a shortage of health workers and became the country with the lowest density of doctors of all countries of the former Soviet Union (1.7 doctors and 4.7 nurses per thousand population). Tajikistan continues to suffer from migration of qualified workers who seek higher wages abroad. This, combined with the high turnover, demanding administrative procedures, low salaries and a poor performance management system, as well as the discouragement of accountability, hampers the sustainability of capacity-building, suggesting a need for a continuous education curriculum of service providers and supportive supervision, especially in health, education and justice sectors.

Alongside the challenge of legislative change, it is important to acknowledge that the Spotlight Initiative will build on work already undertaken and will strengthen existing responsive programs. Recommendations will be part of the ongoing process of dialogue with Government to improve the legal and service options that victims of SGBV can pursue.

The main objective of the assignment is to support the Government of Tajikistan in an assessment of the existing laws and policies affecting SGBV in Tajikistan and specifically to:

- Assess the existing domestic institutional and legal framework relating to SGBV for alignment with human rights standards with special focus on DV Law, Criminal Code, Administrative Code and all other sectoral legislation (Justice, Security, Labor, Health and Education) with a view to develop recommendations that would help to more effectively address SGBV.
- Assess the existing development plans, policies and legal framework in the Republic of Tajikistan to identify how SGBV can be integrated into national development documents.

UNDP in Tajikistan is seeking an International Consultant to review and provide recommendations for the development and improvement of the national legislative and regulatory framework in Tajikistan relevant to the implementation of the Outcome 1 on Legislation and Policies affecting SGBV. In addition, it is planned to recruit five independent National Consultants for the legislative review in specific sectors.

Scope of work

The purpose of the assignment is to support the implementation of the Spotlight Program in Tajikistan. The International Consultant will work under the overall guidance and coordination of UNDP Team leader on Governance/Rule of Law and Human Rights and in close cooperation with UNDP Spotlight Initiative Programme Team.

The International Consultant will be responsible for leading the consulting team for the legislative review; and carrying out assessments and consultations with required authorities, specialists, institutions and communities involved in legislation and policies related to SGBV. The assignment includes two missions to Tajikistan.

Duties and responsibilities

The international consultant will work closely with the five National Consultants to be recruited for the legislative review in specific sectors as: Justice, Security, Labor, Health and Education. National Consultants will provide insights into the national context, cultural sensitivity and possibly linguistic support.

The International Consultant will be hired ahead of the National Consultants and will be involved in finalizing the job description for the National Consultants. A phased approach to bringing in the National Consultants will be considered in relation to the tasks envisaged.

The duties of the international consultant will be to:

1. Prepare a comprehensive review report with concrete recommendations that can inform the Government's legislative reform process, and SGBV implementing measures. The report will be based on:

- Review and gap analysis of the existing legislation related to SGBV in Tajikistan in relation to international conventions and treaties including the Istanbul Convention. This should include the complex and multi-sectoral nature of SGBV programming (Justice, Security, Labor, Health and Education);
- Review and analysis of international best practices in the legal, regulatory and institutional framework related to SGBV that includes representation from marginalized groups, keeping in view international best practices;
- Review and analysis of the existing financial support mechanisms for the SGBV survivors;

Identify discriminatory dispositions in existing laws and policies in areas such as security, justice, health, labour and education to establish the priority areas of intervention and support the drafting of/amendment to the key laws/ policies;

- Analyze to what extent the legislative reviews are in line with international norms and standard;
- Analyze to what extent the international norms and standards are incorporated into sectoral programmes, laws and individual ToRs;
- Formulate the practical recommendations for actions to be taken to improve the legal and enabling environment for SGBV responses towards people directly and indirectly affected by SGBV (including specific responses to children survivors and witnesses);
- Elaborate a Strategy paper on implementation of the recommended reforms in the legal, regulatory and institutional frame.

2. Ensure in coherence of the stakeholders in legislation review and reform. For this task the international consultant will conduct technical meetings with representatives of:

- RUNOs to ensure in coordinated action related to the program to combat impunity for the effective implementation of the legislative and policy framework in the field of SGBV prevention, care and data collection (reformulate);
- Government institutions: Ministry of Justice, Ministry of Interior, National Legislation Centre under the President of RT, Ministry of Health and Social Protection of population, Ministry of Labour, Migration and Employment of Population, Parliament, Committee on Women and Family Affairs (CoFWA) etc;

3. The International Consultant will be supported by Leading National Consultant hired ahead of the National Consultants. A phased approach to bringing in the National Consultants will be considered in relation to the tasks envisaged.

- Provide support in finalizing the job description for the national consultants (who supposed to provide expertise in five sectors (Justice, Security, Labor, Health and Education). A phased approach to bringing in the National Consultants will be considered in relation to the tasks envisaged.
- Provide remote support to the National Consultants to undertake a participatory approach to conduct two cycles of workshops and roundtables in target regions (total of 6 workshops in the country) to map existing problems and to validate the issues related to SGBV;
- Provide supervision, guidelines and technical assistance to National Consultants in identifying enabling regulation, law and policy issues and concerns for the SGBV inclusion.

Period of assignment and Duty Station

Duration of assignment: from February 2020 to 30 July 2020 for up to a total of 60 working days with 40 working days for home/desk work and with 20 working days of in-country mission.

Duty Station: Home Based and 2 missions (with 10 working days of each in-country mission to Tajikistan (Dushanbe and target regions)

DELIVERABLES/PAYMENT SCHEDULE

The following deliverables and indicative schedule are expected from the consultancy contract:

DELIVERABLES	TASKS	TENTATIVE SCHEDULE	PAYMENT SCHEDULE
<u>Deliverable #1:</u> <u>Assignment design phase.</u>	Desk Review; Initial virtual dialogue with RUNO technical team; preparation of Inception Framework and corresponding instruments.	By March 17	20%

<p><u>Deliverable #2:</u> Preliminary report on assessment of existing SGBV legislation and gaps.</p>	<p>Undertake participatory mapping and analysis of key legislation, policies and procedures related to SGBV in justice, security, health, education, labour sectors, in line with international standards, to assess gaps in prevention and response to SGBV.</p>	<p>By April 16</p>	<p>25%</p>
<p><u>Deliverable #3:</u> Report on review and proposed amendment of legislation and policies to support advocacy and sensitization of key stakeholders in legislative and policy on gender equality and the prevention of and response to violence.</p>	<p>Use report as base document for convening consultations/round tables with Government and state institutions incl. the Ministry of Justice, Interior, Supreme Court, Ombudsman, MoFWA, in collaboration with CSO.</p>	<p>By April 28</p>	<p>30%</p>
<p><u>Deliverable #4:</u> Draft of proposed evidence-based amendments for identified priority legislation, policies and procedures related to SGBV (especially with focus on criminalization of domestic violence), in line with international standards, to be subjected to an internal review and approval process by Recipient UN Organizations (RUNOs).</p>	<p>Assess existing legislation related to SGBV in Tajikistan in relation to international conventions and treaties including the Istanbul Convention as a baseline.</p>	<p>By June 15</p>	
<p>Deliverable #5: Strategy paper with clear delineation of responsibilities and capacity strengthening of local governments on SGBV. Recommendations to be incorporated in Mid-Term Report.</p>	<p>Formulate recommendations for dialogue with Government on standards and best practices, risks and risk mitigation strategies.</p>	<p>By July 15</p>	<p>25%</p>
<p>Deliverable #6: Presentation of the results of the legislation assessment and following recommendation, and discuss the Strategy paper on implementation of the recommended reforms</p>	<p>Discuss and finalize the elaborated amendment to laws and policies with relevant stakeholders.</p>	<p>By July 30</p>	

Required skills, experience and technical expertise

Corporate competencies:

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

- Fulfills all obligations to gender sensitivity and zero tolerance for sexual harassment.

Functional competencies:

- Strong background in conducting monitoring and reporting;
- Demonstrable knowledge of facilitating and planning consultations;
- Demonstrated analytical and writing skills;
- Excellent presentation skills;
- Reliability and timeliness in keeping deadlines and delivering high quality services.

Academic qualifications:

- Master's degree or equivalent in jurisprudence, human rights and law, legal framework, gender, international development, international relations, other social science or an area relevant to the deliverables of this ToR.

Professional experience:

- Minimum 5 to 7 years' experience in legal knowledge and advocacy for gender equality, and SGBV in developing countries;
- Minimum 5 to 7 years of experience years in analysis of legislation, policies, codes, strategies and plans, providing technical assistance, program, policy analysis, and strategic planning, experience working with, and building partnerships with governments, donors and civil society organizations internationally;
- Excellent experience, knowledge and expertise in program development, implementation, results-based management and reporting;
- Experience in working on rights-based approaches including intervention models to address multiple and intersecting forms of discrimination;
- Knowledge and understanding of social and political issues in Tajikistan would be of distinct advantage.
- Experience working with the UN system and/or EU would be an asset.

Language proficiency:

Fluency in English is required; Working knowledge of Russian or Tajik will be considered as an asset.

Duration

The services under this contract shall be provided by the International Consultant within 6 months in duration starting on or about February 2020, not exceeding 60 working days and completing before 30 July 2020. Any changes in the timeframe of implementation of this contract will be negotiated between UNDP and the Consultant. Only after preliminary negotiation between the parties and receipt of written agreement, a change will take an effect.

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

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

Empowered lives.
Resilient nations.

Contract for the services of an Individual ContractorNo. **IC/2020/**

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

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

2. Duration

This Individual Contract shall commence on _____ and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than _____, unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II*.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of _____ in accordance with the table set forth below. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE	AMOUNT IN USD

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

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

4. Rights and Obligations of the Individual contractor

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

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

5. Beneficiary

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

Mailing address, email address and phone number of beneficiary: _____

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

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

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

**AUTHORIZING OFFICER:
CONTRACTOR:**

INDIVIDUAL

Signature _____

Signature _____

Date _____

Date _____