UNITED NATIONS DEVELOPMENT PROGRAMME



Individual Contract

 **No\_\_\_\_\_\_\_\_\_\_\_\_**

This Individual Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as “UNDP”) ***on behalf of the Joint United Nations Programme [UN agency name]***  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 Individual Contract with UNDP on the said terms and conditions,

WHEREAS UNDP has been asked [UN agency name] to engage the services of the Individual contractor on the terms and conditions hereinafter set forth by issuing on behalf of [UN agency name], a UNDP contract to **[NAME OF THE INDIVIDUAL CONTRACTOR],**

WHEREAS the Individual contractor is ready and willing to accept this engagement of services with [UN agency name] by signing the present Contract under UNDP letterhead and involving the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Nature of services**

The Individual contractor shall perform the following services as described in the Terms of References which form an integral part of this Individual Contract and are attached hereto as *Annex I*.

Duty Station(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Duration**

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Individual Contract. This Individual 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 incorporated herein by reference in *Annex II.*

1. **Consideration**

As full consideration for the services performed by the Individual contractor under the terms of this Individual Contract, including the travel to and from the Duty Station, any other travel encompassed by the Terms of Reference in Annex I and living expenses, the Individual contractor will be reimbursed upon certification by UNDP or [UN agency name] that the services have been satisfactorily performed and the Deliverables indicated below have been achieved, the lump sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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| DELIVERABLE | AMOUNT |
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For payment in installments, certification of satisfactory performance for the corresponding deliverable is required.

If unforeseen travel outside the Duty Station not encompassed by the Terms of Reference is required and authorized by UNDP or [UN agency name], and upon prior written agreement, the Individual contractor is entitled to reimbursement and the Individual contractor will receive a *per diem* not to exceed United Nations daily subsistence allowance.

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

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

The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Individual 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 Individual 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 Individual Contract, and under no circumstances shall UNDP nor [UN agency name] be held liable for such claims by third parties.

⁪ The Individual contractor has submitted a Statement of Good Health and confirmation of immunization.

1. **Beneficiary**

The Individual contractor selects \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as beneficiary of any amounts owed under this Individual 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.

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

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

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

**By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Individual Contract, including the [UN agency name] General Conditions of Contracts for Individual contractors set forth on the website at \_\_\_\_\_\_\_and attached hereto in Annex II which form an integral part of this Individual 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:**

**United Nations Development Programme**

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