

## **ANNEX III: General Terms and Conditions of Contract (Consultants)**

### **1. DEFINITIONS**

- 1.1. In these General Terms and Conditions of Contract (Consultants), the following terms have the following meaning:
- (a) “Contract” means the consultancy contract that incorporates these General Terms and Conditions of Contract (Consultants). It includes consultancy contracts issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.
  - (b) “Consultant” means the person named in the Contract.
  - (c) “Deliverables” means the work product and other output of the Services required to be delivered by Consultant as part of the Services, as specified in the relevant section of the Contract.
  - (d) “Parties” means the Consultant and UNICEF together and a “Party” means each of the Consultant and UNICEF.
  - (e) “Services” means the services specified in the relevant section of the Contract.
  - (f) “UNICEF Data” means any and all information or data in digital form or processed or held in digital form that (i) are provided to the Consultant by, or on behalf of, UNICEF under the Contract or through UNICEF’s use of the Services or in connection with the Services, or (ii) are collected by the Consultant in the performance of the Contract.

### **2. Legal Status**

- 2.1. The individual engaged by UNICEF as a consultant (the “Consultant”) is engaged in a personal capacity and not as representatives of a Government or of any other entity external to the United Nations.
- 2.2. The Consultant is neither a "staff member" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor an "official" for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Consultant may, however, be afforded the status of "Experts on Mission" in the sense of Section 22 of Article VI of the Convention. If the Consultant is required by UNICEF to travel in order to fulfill the requirements of the Contract, the Consultant may be issued a United Nations Certificate in accordance with Section 26 of Article VII of the Convention.

### **3. Obligations**

- 3.1. The Consultant shall complete the assignment set out in the Terms of Reference of the Contract with due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices.
- 3.2. The Consultant must respect the impartiality and independence of UNICEF and the United Nations and in connection with the Contract must neither seek nor accept instructions from anyone other than UNICEF. During the term of the Contract the Consultant must refrain from any conduct that would adversely reflect on UNICEF or the United Nations and must not engage in any activity that is incompatible with the policies, procedures, standards, guidance, and other administrative issuances of UNICEF (together, the “UNICEF Regulatory Framework”). The Consultant must exercise the utmost discretion in all matters relating to the Contract.
- 3.3. In particular, but without limiting the foregoing, the Consultant (a) will conduct themselves in a manner consistent with the Standards of Conduct of the International Civil Service; and (b) will comply with the UNICEF Regulatory Framework relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

3.4. Unless otherwise authorized by the appropriate official in the office concerned, the Consultant must not communicate at any time to the media or to any institution, person, Government, or other entity external to UNICEF any information that has not been made public and which has become known to the Consultant by reason of his or her association with UNICEF or the United Nations. The Consultant may not use such information without the written authorization of UNICEF and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contract.

#### 4. Title rights

4.1. All materials created by the Consultant which bears a direct relation to, or is made in order to perform, the Contract and any intellectual property rights thereof, including but not limited to patents, copyright, and trademarks, shall be solely owned by UNICEF.

4.2. The Consultant may not distribute any materials (e.g., photography, video) without written consent from the Head of Office of UNICEF office engaging the Consultant and subject to the conditions set out in such written consent.

#### 5. Confidentiality:

5.1. The Consultant may not communicate at any time to any other person, entity, Government or authority external to UNICEF, any information known to the Consultant by reason of his/her/their association with UNICEF that has not been made public, except with the prior written authorization of UNICEF; nor will the Consultant at any time use such information to private advantage.

#### 6. Data protection:

6.1. The Consultant agrees that all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Consultant has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Consultant will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

6.2. The Consultant must comply with all data protection standards under applicable law and other applicable legal requirements in the collection, storage, use, processing, retention and destruction of UNICEF Data.

6.3. The Consultant will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Consultant will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Consultant's confidentiality obligations in Section 5 above as they apply to UNICEF Data.

6.4. The Consultant will comply with any guidance or conditions on access and disclosure notified by UNICEF in respect of UNICEF Data.

#### 7. Training

7.1. Consultants may be required to undertake UNICEF mandatory trainings prior to starting their performance under the Contract. The time required for completion of mandatory trainings is part of the onboarding process and not chargeable to UNICEF by the Consultant. The Consultant certifies that all mandatory trainings have been or will be completed without delay.<sup>1</sup>

#### 8. Travel

8.1. The Consultant will not be entitled to any separate travel entitlements under the Contract. All

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<sup>1</sup> Mandatory trainings can be accessed via the UNICEF agora platform ([agora.unicef.org](http://agora.unicef.org)), and related policies at [bit.ly/UNICEFpolicies](http://bit.ly/UNICEFpolicies). This includes the following policies: CF/EXD/2013-008 Policy Prohibiting and Combatting Fraud and Corruption; CF/EXD/2010-003 UNICEF's Information Disclosure Policy; CF/EXD/2012-007 Amend 1. Prohibition of discrimination, harassment, sexual harassment, and abuse of authority; ST/SGB/2003/13 on "Special Measures for Protection from Sexual Exploitation and Sexual Abuse; CF/EXD/2016-006 "Policy on Conduct Promoting the Protection and Safeguarding of Children

expenditure related to the travel plans set out in the Contract are deemed to be covered by the lump sum fee. If UNICEF determines that the Consultant unexpectedly needs to travel *in addition to* the travel already included in the Contract in order to perform the Deliverables, such travel shall be further added through an amendment setting out the additional fee in consideration of the additional travel requirements on the following basis:

- (a) UNICEF will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by UNICEF on a case-by-case basis.
- (b) UNICEF will reimburse the Consultant for out-of-pocket expenses associated with such travel by paying an amount not exceeding the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

## 9. Statement of good health

- 9.1. The Consultant confirms that they are of good health without concern over the ability to produce all deliverables within the agreed time.
- 9.2. The Consultant confirms that information regarding location-specific and UNICEF-mandated inoculations was provided, and that they have received all required inoculations or will receive them, at their own cost, prior to the start of the Contract. The Consultant will comply with any further UNICEF-mandated inoculation requirements as may be communicated to the Consultant from time-to-time.
- 9.3. The Consultant certifies that they are fully covered by adequate medical/health insurance and that, if required to travel beyond commuting distance from their usual place or residence to UNICEF (other than to duty station(s) with hardship ratings “H” and “A”, under the list available at [icsc.un.org](http://icsc.un.org)) the Consultant’s medical/health insurance covers medical evacuations.
- 9.4. The Consultant is responsible for and will assume all costs that may be occurred in relation to the statement of good health, inoculations, medical insurance, or evacuation.

## 10. Statement of good standing

- 10.1. The Consultant certifies that they are in good standing with prior employers, and not been subject to allegations, an investigation, or the imposition of a disciplinary measure for workplace misconduct or misbehaviour, in particular, but not limited to, sexual misconduct. The Consultant certifies that she/he/they was not subject to criminal proceedings other than minor traffic offences. In case this cannot be certified, the Consultant must declare such matters to the hiring officer prior to signing or agreeing to the Contract.
- 10.2. The Consultant further certifies that no family members are currently working for UNICEF in any capacity and declare towards the hiring offices the specific name/s in case a spouse is working for UNICEF, prior to signing the Contract.
- 10.3. Failure to declare any of the matters referenced in this paragraph renders the Contract void and UNICEF can unilaterally withdraw, rescind, or terminate the Contract without fees owed.

## 11. Insurance

- 11.1. The Consultant is fully responsible for arranging, at his or her own expense, such life, health, and other forms of insurance covering the term of the Contract as he or she considers appropriate taking into account, among other things, the requirements of Section 9 above.
- 11.2. The Consultant is not eligible to participate in the life or health insurance schemes available to UNICEF and United Nations staff members. The responsibility of UNICEF and the United Nations is limited solely to the payment of compensation under the conditions described in section 13 below.

## 12. Indemnification

The Consultant will indemnify, hold and save harmless and defend, at own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial

contribution to UNICEF to procure the Deliverables and each Government or other entity that receives the direct benefit of the Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Consultant in the performance of the Contract.

**13. Service incurred death, injury, or illness**

13.1. If the Consultant is travelling with UNICEF's prior approval and at UNICEF's expense in order to perform his or her obligations under the Contract, or is performing his or her obligations under the Contract in a UNICEF or United Nations office with UNICEF's approval, the Consultant (or his or her dependents as appropriate), shall be entitled to compensation from UNICEF in the event of death, injury or illness attributable to the fact that the Consultant was travelling with UNICEF's prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or was performing his or her obligations under the Contract in a UNICEF or United Nations office with UNICEF's approval. Such compensation will be paid through a third-party insurance provider retained by UNICEF and shall be capped at the amounts set out in the Procedure on Individual Consultants. Under no circumstances will UNICEF be liable for any other or greater payments to the Consultant (or his or her dependents as appropriate).

**14. Full Cooperation with Audit and Investigations:**

14.1. The Consultant will provide his/her/their full and timely cooperation with any audits, inspections, post-payment audits or investigations, including (but not limited to) any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the any relevant data and documentation available.

**15. Dispute resolution**

15.1. Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

15.2. The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

15.3. The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**16. Payment terms**

16.1. Payment of fees to the Consultant, including each installment or periodic payment (if any), is subject to the Consultant's full and complete performance of his or her obligations under the Contract with regard to such payment to UNICEF's satisfaction, and UNICEF's certification to that effect.

16.2. Unless expressly stated otherwise in the Contract, the fee is inclusive of all costs, expenses, charges or fees that the Consultant may incur in connection with the performance

of its obligations under the Contract. The fee and agreed terms and conditions are understood as inclusive of all associated liabilities, including without limitation any end-of-service indemnity and social security contributions, and compensate for any and all Services provided under the Contract as well as any other benefit or entitlement. It is understood and agreed that the Consultant will not request any change to the fee after the Services or Deliverables have been provided and that the fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Consultant. UNICEF will not be liable to pay for any work conducted or materials provided by the Consultant that are outside the scope of work or were not authorized in advance by UNICEF.

**17. Termination of Contract**

17.1. Either Party may terminate the Contract before its specified termination date without cause by giving notice in writing to the other Party. The period of notice shall be five (5) business days (in the UNICEF office engaging the Consultant) in the case of a Contract for a total period of less than two (2) months and ten (10) business days (in the UNICEF office engaging the Consultant) in the case of a Contract for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Consultant (including but not limited to breach by the Consultant of the UNICEF Regulatory Framework), UNICEF shall be entitled to terminate the Contract without notice.

17.2. If the Contract is terminated in accordance with this Section, the Consultant shall be paid on a pro rata basis determined by UNICEF for the actual amount of work performed to UNICEF's satisfaction at the time of termination. UNICEF will also pay any outstanding reimbursement claims related to travel by the Consultant. Any additional costs incurred by UNICEF resulting from the termination of the Contract by either Party may be withheld from any amount otherwise due to the Consultant under this Section.

**18. Taxation**

18.1. UNICEF and the United Nations accept no liability for any taxes, duty, or other contribution payable by the Consultant on payments made under the Contract. Neither UNICEF nor the United Nations will issue a statement of earnings to the Consultant.

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**I accept the General Terms and Conditions of Contract (Consultants) and certify the declarations outlined therein:**

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**Name**  
**Signature**

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**Date, Place**