

Administrative instruction for Consultants and individual contractors

(attachment to the staff regulations)

Section 1

Purpose and scope of application

1.1 ACMAD utilizes temporary assistance in order to respond quickly, flexibly and effectively to organizational priorities. The present instruction sets out the provisions applicable to individual contracts that are issued to consultants and individual contractors.

1.2 The present instruction is also applicable to individuals with specific expertise who volunteer their services to ACMAD for no fee.

1.3 The General Conditions of Contracts for the Services of Consultants and Individual Contractors (annex I) apply to consultants and individual contractors and will be incorporated into their individual contracts.

1.4 Institutional or corporate contracts are not governed by the provisions of the present instruction.

Section 2

Definitions

The following definitions apply for the purpose of the present instruction:

- (a) A consultant is an individual who is a recognized authority or specialist in a specific field, engaged by ACMAD under a temporary contract. A consultant must have special skills or knowledge not possessed by the regular staff of the Centre. The functions of a consultant are results-oriented and normally involve analysing problems, facilitating seminars or training courses, preparing documents for conferences and meetings or writing reports, technical notes and bulletins on the matters within their area of expertise on which their assistance is sought;

(b) An individual contractor is an individual engaged by the Centre from time to time under a temporary contract to provide expertise, skills or knowledge for the performance of a specific task or piece of work, which would be short-term by nature, against the payment of an all-inclusive fee. The work assignment may involve full-time or part-time functions similar to those of staff members. An individual contractor need to work on the ACMAD premises.

Section 3

Conditions for contracting

Terms of reference

3.1 Heads of departments, offices and projects coordinators are responsible for ensuring that detailed terms of reference describing the work to be performed are prepared well in advance of the engagement of the consultant or individual contractor and submitted in a timely manner to the executive or administrative office for processing.

3.2 The terms of reference are mandatory and shall form part of the individual contract. The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound and include:

- (a) Tangible and measurable outputs, objectives and targets of the work assignment, as well as specific activities to achieve the required outputs and targets;

- (b) Specific delivery dates and details as to how the work must be delivered (e.g. electronic submission, hard copy). The dates and details shall be subdivided into “milestones” where appropriate;
- (c) Indicators for the evaluation of outputs (including timeliness, achievement of goals and quality of work);
- (d) Name and title of the supervisor(s).

3.3 Consultants and individual contractors may be engaged only when the following conditions are met:

- (a) The assignment is of a temporary nature and the outputs are measurable and the tasks capable of being performed and completed within a limited or specified period of time
- (b) The need for the required services cannot be met from within the current staff resources of the centre owing to a lack of specialized knowledge and/or expertise or capacity;
- (c) The services performed clearly relate to programmed or mandated activities in the work programme of the department or office concerned and/or special programming decisions;
- (d) Where an individual contractor is temporarily engaged to perform duties and functions similar to those of a staff member, a clear strategy is in place for a long-term regular staffing solution.

3.4 Consultants and individual contractors may not be engaged:

- (a) As a means of applying a probationary period to candidates prior to offering them a staff appointment;
- (b) Where any representative, certifying, approving authority and/or supervisory responsibility would be required.

3.5 Consultants shall not perform the functions of regular and continuing staff members. Consultants and individual contractors shall not be involved in decisions affecting the status, rights and entitlements of staff members.

3.6 The services to be provided by consultants or individual contractors should not duplicate work or activities already done, being done or about to be done by other individuals, departments or offices of the Centre.

Contracting of former and retired staff members

3.7 A former or retired staff member may be engaged on an individual or consultant contract subject to the following provisions:

- (a) A minimum of a one-month break is applied between separation or retirement of the former or retired staff member and reengagement on a contract;
- (b) The former or retired staff member is not reengaged to perform the functions of the same post from which he or she separated or retired or contracted to encumber the position from which he or she separated or retired;
- (c) The former staff member did not separate from the ACMAD or another international public sector organization for the following reasons: abandonment of post, misconduct, dismissal, non-renewal or termination of appointment for unsatisfactory service, and/or resignation in lieu of disciplinary action;
- (d) There are no other qualified and readily available candidates to perform the required functions.

3.8 The reengagement of a former or retired staff member is subject to clearance by the Office of Human Resources office.

3.9 The fees payable to a former staff member shall not be based on the level of remuneration that he or she held before separation, but rather on the nature and complexity of the assignment performed, subject to the limitations specified in section 3.10 below.

3.10 The contracting of a retired staff member who is in receipt of a benefit from a Pension Fund, is subject to the following restrictions:

- (a) He or she may not be hired for more than six months per calendar year;
- (b) He or she may not receive more than \$22,000 per calendar year in emoluments from the ACMAD (calculated as the gross amount of the fee, but not including travel and daily subsistence allowance payments);
- (c) He or she may not be contracted at a higher equivalent level than that at which he or she separated from the organization concerned.

Contracting of family members and spouses

3.11 Individual contracts shall not be issued to a person whose father, mother, son, daughter, sister or brother works for ACMAD as a staff member or in a non-staff capacity.

3.12 Spouses of staff members may be contracted simultaneously on individual contracts, provided that:

- (a) They are fully qualified for the assignment and were selected in accordance with the competitive selection process requirements as stipulated in the present instruction;
- (b) They are not superior or subordinate in the line of authority to their spouse, or where a conflict of interest could be perceived because of the nature of the work;
- (c) They are not participating in any review or decision-making process that affects the status or entitlements of their spouse, or vice versa.

3.13 Spouses of heads of departments, offices and project may not be engaged as consultants or individual contractors in the same department, office or project.

Contracting of staff members on special leave

3.14 Staff members on special leave without pay remain staff members and, therefore, may not be engaged on individual contracts.

Restrictions on reemployment as a staff member

3.15 The offices responsible for the processing of the individual contracts are required to inform the consultants and individual contractors that they are not eligible to apply for or be appointed to any position in the Professional and higher within three months of the end of their current or most recent service.

Section 4

Selection process

4.1 Rosters of consultants and individual contractors should be utilized where available, as they provide easy access to a screened pool of individuals with a relevant track record. Candidates maintained on any roster should be screened for qualifications, references and prior work experience. Owing to the particular needs, every department, office and project is required to develop its own roster of consultants and individual contractors based on its requirements.

4.2 When the services of a consultant or individual contractor are needed for more than six months, an opening shall be posted in the electronic platform provided for this purpose for a minimum of seven working days by the department, office or project.

4.3 In the process of selecting a consultant or individual contractor, heads of departments, offices and projects are responsible for instituting competitive selection procedures. The competitive selection procedure can take several forms, including the evaluation of individuals identified from a roster of qualified individuals maintained by the executive, administrative or human resources offices, through the issuance of a consultancy or individual contractor opening in the electronic platform provided for this purpose, through the department, office or mission website or through any other appropriate means. For each assignment, every effort shall be made to shortlist for consideration a minimum of three candidates from the widest possible geographical basis. Travel costs may be considered but may not distort the geographical balance in the awarding of contracts.

4.4 In order to ensure that all required information on candidates is on file, all consultants and individual contractors, including former staff members and retirees, are required to complete an application form, regardless of whether they have submitted a curriculum vitae for consideration.

4.5 In the final selection, careful scrutiny of the terms of reference, the competitive cost and the quality of work, as well as the qualifications, competencies, expertise and experience of all suitable candidates and any potential conflict of interest, should be taken into account. The final selection shall be based on pre-established evaluation criteria.

4.6 A technical evaluation report must be attached to the contract on file, showing the applicants reviewed and the basis on which the successful candidate was selected (see annex V).

Exceptions to the competitive selection process requirement

4.7 On an exceptional basis, the head of department, office or mission may engage a consultant or individual contractor even though he or she was the only candidate considered, provided a reasoned and documented justification for such exception is recorded prior to the selection.

Verification of credentials, qualifications and experience

4.8 Prior to the issuance of a contract, the processing department, office or project shall verify the academic and professional credentials of the candidate recommended for selection by conducting appropriate reference checks. For that purpose, the requesting official shall submit contract proposals sufficiently in advance of starting dates to allow for the completion of the verification requirements.

Certification of good health

4.9 Before commencing work, a consultant or individual contractor shall submit a statement of good health and take full responsibility for the accuracy of that statement, including confirmation that he or she has been informed of the inoculations required for Niger. Consultants and individual contractors shall assume all costs that may occur in relation to the statement of good health. No certificate of good health is required when the consultant or individual contractor works solely from home for less than 30 days.

4.10 Consultants and individual contractors who are required to travel beyond commuting distance to any area with a hardship shall also certify that their medical or health insurance covers medical evacuations and treatment.

Section 5

Contractual terms and conditions

Contract documents

5.1 Consultants and individual contractors shall be engaged under individual contracts entered into by Centre directly with the individual concerned.

5.2 The General Conditions of Contracts for the Services of Consultants and Individual Contractors apply to all consultants and individual contractors, independent of the value of their contract. The General Conditions may not be changed or modified.

5.3 Consultants and individual contractors shall not commence work or travel until the relevant individual contract has been duly approved, signed by both parties and returned to the responsible department, office or mission, together with the required documents and certifications as stipulated in annex II to the present instruction.

Legal status

5.4 Consultants and individual contractors serve in their individual capacity and not as representatives of a Government or of any other authority external to the ACMAD. They are neither staff members under Staff Regulations of ACMAD nor officials for the purpose of the Convention on the Privileges and Immunities referred to in the ACMAD constitution. Consultants and individual contractors may be afforded the status of experts on mission within the meaning of article VI, section 22, of the Convention. If the consultants and individual contractors are required to travel on behalf of ACMAD, they may be given a Travel authorization.

Standards of conduct

5.5 Consultants and individual contractors shall respect the impartiality and independence of the centre and shall neither seek nor accept instructions regarding the services performed under the individual contract from any Government or other authority external to the Centre. During the period

of their service for ACMAD, consultants and individual contractors shall refrain from any conduct that would adversely reflect on ACMAD and shall not engage in any activity that is incompatible with the aims and objectives of the Organization.

5.6 Consultants and individual contractors shall exercise the utmost discretion in all matters relating to the discharge of their functions.

Duration of contract

5.7 The duration of the contract shall be directly linked to the terms of reference as set out in the consultant's or individual contractor's contract.

5.8 In order to limit the repeated use of the same consultant, either to perform different tasks within the workplan or a series of tasks within the same project, no consultant shall provide services for more than 24 months in a 30-month period, whether continuous or not, and irrespective of the cumulative months of actual work.

5.9 The services of an individual contractor shall be limited to 6 or, in special circumstances, 9 work-months in any period of 12 consecutive months, irrespective of the cumulative months of actual work.

Work permits and related authorizations

5.10 For internationally recruited consultants or individual contractors, who are required by the nature of their assignment to work in a country other than their own country of permanent residence, the Organization, at its own expense, will assist the consultant or individual contractor in obtaining the necessary visas and/or work permits.

5.11 Locally recruited consultants or individual contractors, if serving in a duty station outside their country of nationality, are responsible for all necessary visas and work permits required by local authorities before commencing their assignment with the Organization.

Remuneration

5.12 As a general principle, the fees payable to a consultant or individual contractor shall be the minimum amount necessary to obtain the services required by the Organization.

5.13 If deemed necessary, the department, office or project may indicate the approximate expected fee levels in their request or advertisement, which shall be guided by applicable market rates for the type, quality and volume of services required. To the extent possible, such fee levels should be discussed with other international public sector entities at the duty station. Amounts paid in connection with travel undertaken by the consultant in accordance with provisions below shall not be taken into account for remuneration purposes.

5.14 Heads of department, office or project shall keep records of how the fee level was determined.

5.15 Detailed policy guidelines and formulas for the determination of the appropriate level of remuneration are provided in annex III to the present instruction.

Leave

5.16 Consultants and individual contractors shall not be entitled to any paid leave, including annual leave, sick leave, special leave or official holidays. The fees of consultants and individual contractors, other than those paid on the basis of a lump sum, shall be prorated for any period of absence.

Payment

5.17 **Fee advances.** In general, fee advances for all individual contracts shall not be granted. However, a maximum of 30 per cent of the total contract value may be authorized by Heads of department or office in cases where advance purchases, for example for supplies or travel, may be necessary.

5.18 **Instalments.** In cases where the payment of fees is made in instalments, the final instalment may not be less than 10 per cent of the total value of the contract and will be payable only upon satisfactory completion of the services and the manager's certification thereof. The payment of instalments should be directly linked with satisfactory deliverables at specific time intervals, as certified by the manager.

5.19 **Unsatisfactory or incomplete deliverables.** The payment of fees is subject to the satisfactory completion of services and the centre's certification to that effect, at the appropriate milestones.

Taxes on income

5.20 The fees of consultants and individual contractors are expressed in gross amounts. Consultants and individual contractors are responsible for determining their tax liabilities and for the payment of any taxes and/or duties, in accordance with local laws. ACMAD does not reimburse consultants or individual contractors for any taxes, duty or other contribution payable by the consultants or individual contractors on payments made under the individual contract. ACMAD does not issue statements of earnings to consultants and individual contractors.

Contracts with token fees

5.21 Individuals with specific expertise who volunteer their services to ACMAD for no fee and who travel on behalf of the Organization may, subject to clearance by the Human Resources Management of the Centre on a case-by-case basis, be issued an individual contract with a token fee (e.g. 1000 CFA). Where appropriate, they may be paid travel expenses, including daily subsistence allowance, in accordance with sections 5.26 and 5.27 below.

Life and health insurance

5.22 The Centre does not provide or arrange life or health insurance coverage for consultants and individual contractors, and consultants and individual contractors are not eligible to participate in the life and health insurance schemes provided by ACMAD for its staff members. Consultants and individual contractors are responsible for assuming all costs related to required inoculations and medical treatment.

5.23 Consultants and individual contractors are fully responsible for arranging, at their own expense, such life, health and other forms of insurance covering the period of their services as they consider appropriate. The responsibility of ACMAD is limited solely to the payment of compensation for service incurred death, injury or illness in accordance with section 5.24.

Compensation for service-incurred death, injury or illness

5.24 Consultants and individual contractors, or their dependants as appropriate, who are authorized to travel at ACMAD expense or who are required under their contract to perform services shall be entitled in the event of death, injury or illness attributable to the performance of official duties on behalf of ACMAD to compensation equivalent to that provided under Staff Regulations.

Malicious acts insurance policy

5.25 Consultants and individual contractors are covered under the terms of the malicious acts insurance policy.

Travel

5.26 If ACMAD determines that the consultant or individual contractor needs to travel in order to perform his or her assignment, that travel shall be specified in the contract and provided for by the Organization. Economy class shall be the standard of accommodation for air travel in all cases and irrespective of the duration of the journey, unless determined otherwise by the Director General, taking into account the circumstances of the traveller (such as for health reasons) and the interests of ACMAD.

5.27 Consultants and individual contractors authorized to travel shall receive a daily subsistence allowance that shall comprise the total contribution of the Organization towards such expenses as meals, lodging, gratuities and other such payments made for services rendered. The payment of the daily subsistence allowance shall be made on the same basis as staff members.

Training

5.28 Consultants and individual contractors shall not receive training at the expense of ACMAD.

Output evaluation

5.29 A formal output evaluation shall be conducted at the time of completion of assignment on a designated form and recorded in the rosters maintained by the respective department, office or project for consideration for future contracts.

5.30 In cases of contract periods longer than six months, interim evaluations should be undertaken by the direct supervisor.

5.31 The output evaluation shall measure the achievement of goals and the quality and timeliness of work, as stipulated in the terms of reference. If output is evaluated as less than fully satisfactory, no further contracts shall be granted to the consultant or individual contractor, and payments may be reduced or withheld entirely (see sect. 5.19).

5.32 Requesting managers and officials approving individual contracts should verify the performance record of the proposed consultant or individual contractor on file for future engagement or the extension or renewal of his or her contract.

5.33 The Office of Human Resources Management shall have the authority to take a final decision on whether further contracts should be awarded in the case of an unsatisfactory output evaluation by the direct supervisor.

Termination of contract

5.34 An individual contract may be terminated by the centre or by the consultant or individual contractor in accordance with the General Conditions of Contracts for the Services of Consultants and Individual Contractors (see annex I, art. 13).

5.35 Unsatisfactory or incomplete output or failure to conform to the standards of conduct set out in the present instruction shall lead to termination of service for cause, without notice, at the initiative of the centre.

Section 6

Responsibilities of departments, offices or projects concerned

6.1 Heads of departments, offices or project where the services of a consultant or individual contractor are required shall be responsible for:

- (a) Ensuring that the services to be rendered fulfil the conditions of the definition for either a consultant or an individual contractor set out in section 2 above;
- (b) Ensuring that decisions on selection, and all other matters of substance relating to consultants and individual contractors, are taken in accordance with the provisions of the present instruction. Any exceptions to or deviations from the provisions of the present instruction shall require the prior approval of the Human Resources Office.

6.2 Executive offices or administrative offices shall be responsible for preparing and processing the contracts in accordance with the Financial Regulations of the ACMAD and the provisions of the present instruction.

6.3 The Human Resources office shall provide policy guidance, monitor compliance by departments, offices and projects with all the terms, conditions and requirements of the present instruction.

Section 7

Consultants participating in meetings

7.1 Subject to the provisions of the present instruction and those of the administrative instruction on participants in meetings who are invited and is requested to provide a written paper, act as

rapporteur or provide other services in connection with the meeting for which a fee is paid by ACMAD shall be engaged, and otherwise treated, wholly as a consultant.

7.2 Participants in meetings who are not considered consultants under the present instruction are governed by the administrative instruction on participants in meetings.

Section 8

Final provisions

8.1 The present instruction shall enter into force on the date of its issuance.

8.2 Other previous Administrative instruction on this matter are hereby abolished.

Annex I

General Conditions of Contracts for the Services of Consultants and Individual Contractors

1. Legal status

The consultant or individual contractor (hereinafter called “contractor”) shall have the legal status of an independent contractor vis-à-vis ACMAD, and shall not be regarded, for any purposes, as being either a staff member of ACMAD. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent, between ACMAD and the contractor.

2. Standards of conduct

General

The contractor shall neither seek nor accept instructions from any authority external to ACMAD in connection with the performance of his or her obligations under the contract. Should any authority external to ACMAD seek to impose any instructions on the contractor regarding ACMAD the contractor's performance under the contract, the contractor shall promptly notify the and shall provide all reasonable assistance required by ACMAD. The contractor shall not take any action in respect of his or her performance of the contract or otherwise related to his or her obligations under the contract that may adversely affect the interests of ACMAD, and the contractor shall perform his or her obligations under the contract with fullest regard for the interests of ACMAD. The contractor warrants that he or she has not offered 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 ACMAD. The contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the contract.

Prohibition of sexual exploitation and abuse

In the performance of the contract, the contractor shall comply with the standards of conduct set forth by ACMAD.

The contractor acknowledges and agrees that any breach of any of the provisions herein 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 ACMAD 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 ACMAD to the contractor for the performance of any obligations under the contract shall rest with ACMAD, and any such equipment shall be returned to ACMAD at the conclusion of the contract or when no longer needed by the contractor. Such equipment, when returned to ACMAD, shall be in the same condition as when delivered to the contractor, subject to normal wear and tear, and the contractor shall be liable to compensate ACMAD for any damage or degradation of the equipment beyond normal wear and tear.

ACMAD 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 that the contractor has developed for ACMAD under the contract and that bear a direct relation to or are produced, prepared or collected in consequence of, or during the course of, the performance of the contract, and the contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for ACMAD. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the contractor: (a) that pre-existed the performance by the contractor of his or her obligations under the contract; or (b) that the contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the contract, ACMAD does not and shall not claim any ownership interest thereto, and the contractor grants to ACMAD 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 ACMAD, the contractor shall take all necessary steps, execute all necessary documents and, generally, assist in securing such proprietary rights and transferring or licensing them to ACMAD 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 other data compiled or received by the contractor under the contract shall be the property of ACMAD, shall be made available for use or inspection by ACMAD at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to ACMAD authorized officials upon completion of work under the contract.

4. Confidential nature of documents and information

Information and data that are considered proprietary by either ACMAD or the 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 is 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 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, the contractor may disclose information to the extent required by law, provided that the contractor will

give the United Nations sufficient prior notice of a request for the disclosure of information in order to allow the United Nations to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

5. Travel, statement of good health and service-incurred death, injury or illness

If the contractor is required by ACMAD to travel beyond commuting distance from the contractor's usual place of residence, such travel shall be at the expense of ACMAD. In such cases, the travel expenses borne by ACMAD shall not exceed the cost of travel by the least costly economy service. The contractor warrants the accuracy of any statement of good health, including but not limited to confirmation that the contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

The contractor shall be responsible for assuming all costs that may be incurred in relation to the statement of good health and medical or health insurance.

6. Prohibition on assignment; modifications

The 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 ACMAD, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of agreement concerning any goods or services to be provided under the contract shall not be valid and enforceable against ACMAD or in any way constitute an agreement by the ACMAD thereto, unless any such undertakings, licences or other forms of agreement are the subject of a valid written undertaking by ACMAD.

No modification or change in the contract shall be valid and enforceable against ACMAD unless provided by means of a valid written amendment to the contract signed by the contractor and an authorized official or appropriate contracting authority of ACMAD.

7. Subcontractors

In the event that the contractor requires the services of subcontractors to perform any obligations under the contract, the contractor shall obtain the prior written approval of ACMAD for any such

subcontractors. ACMAD may, at its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefor, and such rejection shall not entitle the 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 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 the name or official seal of ACMAD

The contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with ACMAD; nor shall the contractor in any manner whatsoever use the name or official seal of ACMAD or any abbreviation of the name of ACMAD in connection with its business or otherwise without the written permission of ACMAD.

9. Indemnification

The contractor shall indemnify, defend and hold and save harmless ACMAD 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 ACMAD of any patented device, any copyrighted material or any other goods or services provided to ACMAD 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 contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract that 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 contractor shall pay ACMAD promptly for all loss, destruction or damage to the property of the centre caused by the contractor or of any subcontractor or anyone directly or indirectly employed by them in the performance of the contract. The contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the contract,

as well as for arranging, at the contractor's sole expense, such life, health and other forms of insurance as the contractor may consider to be appropriate to cover the period during which the contractor provides services under the contract. The contractor acknowledges and agrees that none of the insurance arrangements the contractor may make shall in any way be construed to limit the contractor's liability arising under or relating to the contract.

11. Encumbrances and liens

The 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 ACMAD against any monies due to the 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 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 contractor shall give notice and full particulars in writing to ACMAD of such occurrence or cause if the contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the contract. The contractor shall also notify ACMAD of any other changes in condition or the occurrence of any event that interferes or threatens to interfere with his or her performance of the contract. Not more than 15 days following the provision of such notice of force majeure or other changes in condition or occurrence, the contractor shall also submit a statement to the United Nations of estimated expenditures that will likely be incurred for the duration of the change in condition or the event. Upon receipt of the notice(s) required hereunder, ACMAD shall take such action as it considers, at its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the contractor of a reasonable extension of time in which to perform any obligations under the contract.

If the contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform his or her obligations and meet his or her responsibilities under the contract, ACMAD shall have the right to suspend or terminate the contract on the same terms and conditions as provided for below, under "Termination", except that the period of notice shall be five days instead of any other period of notice. In any case, ACMAD shall be entitled to consider the contractor permanently unable to perform his or her obligations under the contract in the case of the contractor's suffering any period of suspension in excess of 30 days.

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 contractor. The contractor acknowledges and agrees that, with respect to any obligations under the contract that the contractor must perform in or for any areas in which ACMAD 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 5 days in the case of contracts for a total period of less than two months and 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. ACMAD may, without prejudice to any other right or remedy available to it, terminate the contract forthwith in the event that: (a) the contractor is adjudged bankrupt, is liquidated or becomes insolvent, applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the contractor is granted a moratorium or a stay or is declared insolvent; (c) the contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a receiver is appointed on account of the insolvency of the contractor; (e) the contractor offers a settlement in lieu of bankruptcy or receivership; or (f) ACMAD reasonably determines that the contractor has become subject to a materially adverse change in his or her financial condition that threatens to endanger or otherwise substantially affect the ability of the contractor to perform any of his or her obligations under the contract.

In the event of any termination of the contract, upon receipt of notice of termination by ACMAD, the contractor shall, except as may be directed by ACMAD 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 have been required to

be furnished to ACMAD thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that ACMAD 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 contractor and in which the United Nations has or may be reasonably expected to acquire an interest.

In the event of any termination of the contract, ACMAD shall only be liable to pay the contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of ACMAD in accordance with the requirements of the contract. Additional costs incurred by ACMAD resulting from the termination of the contract by the contractor may be withheld from any amount otherwise due to the contractor from ACMAD.

14. Non-exclusivity

ACMAD 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

ACMAD 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 that any governmental authority refuses to recognize the exemptions of ACMAD from such taxes, restrictions, duties or charges, the contractor shall immediately consult with ACMAD to determine a mutually acceptable procedure. ACMAD shall have no liability for taxes, duty or other similar charges payable by the contractor in respect of any amounts paid to the contractor under the contract, and the contractor acknowledges that ACMAD will not issue any statements of earnings to the contractor in respect of any such payments.

16. Settlement of disputes

Amicable settlement. ACMAD and the 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.

Arbitration. Any dispute, controversy or claim between the parties arising out of the contract, or the breach, termination or invalidity thereof, unless settled amicably.



17. 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 ACMAD.

Annex II

Documentation to be provided to or by the consultant or individual contractor

The following documents are to be provided to the consultant or individual contractor, as appropriate:

- (a) The individual contract for signature, including the terms of reference;
- (b) A copy of the General Conditions of Contracts for the Services of Consultants and Individual Contractors;
- (c) A statement of good health for self-certification, including a reference to applicable inoculations and the need for the individual to procure health insurance coverage;
- (d) Where travel beyond commuting distance to any duty station(s) with a hardship classification is required, a letter requesting proof that the medical or health insurance covers medical evacuations and treatment. All consultants and individual contractors will have to confirm that they are responsible for obtaining health insurance coverage at their own expense;
- (e) Where travel is involved, travel and ticketing information, including travel authorization, as appropriate, as well as, where applicable a security clearance;
- (f) Authorization for direct deposit form, detailing bank account and/or similar information;
- (g) Designation, change or revocation of beneficiary form.

Annex III

Fee and remuneration levels for consultants and individual contractors

A. General

1. Subject to the overriding consideration of quality, as a rule the fees payable to a consultant or individual contractor will be the minimum amount necessary to obtain the services required by the Organization. Using the guidelines provided below, duly authorized managers may negotiate and establish fees payable to a consultant or individual contractor, provided the fees are within the scope of their authority as outlined in the present instruction.
2. In each office of the Organization, duly authorized officials, normally, an Executive Officer or Administrative Officer, shall have the delegated authority to assess and formally determine the level of remuneration for a proposed consultancy.

B. Determination

3. An assignment under a consultant or individual contractor contract does not carry with it a level or grade with respect to ACMAD salary scale. Nonetheless, on the basis of the factors listed below, it should be possible to estimate the level of the assignment (e.g. P-3, P-4) to ensure equity and consistency of fees for consultants and individual contractors. When setting the consultant's or individual contractor's rate of pay, the following factors should be considered:
 - (a) Level of work in terms of responsibilities and complexity of the assignment;
 - (b) Degree of specialization required by the assignment;
 - (c) Knowledge, qualifications, experience and skills required;
 - (d) Fees paid to the consultant for previous assignments with ACMAD;
4. Once the equivalent level of the assignment has been estimated, a fee range, for the purpose of negotiating the contract with the consultant or individual contractor, may then be determined within the minimum and maximum of the level on the basis of the complexity of the assignment and the degree of specialization, knowledge, qualifications, experience and skills required.

C. Fee range

5. The fee range associated with a particular level of assignment is based on: (a) the current gross annual salary scales (before application of staff assessment) applicable to staff in the Professional and higher categories; (b) levels of expertise and professional capacity linked to grades in the salary scale; and (c) special circumstances, including hardship involved in the performance of the work assignment.

6. The following are the fee ranges:

Level A. This level is established for the engagement of support services not available in the Organization related to projects or technical tasks of a narrow scope for which limited technical skills or experience are required.

Level B. This level is typically used for projects of moderate complexity with either broad scope or limited depth or restricted scope and considerable depth that have an impact on the performance of systems, processes and team(s) within the Organization. This level is typically used for individuals with a specialized degree or training and several years of relevant experience in one of the substantive, technical and/or administrative fields of the Organization.

Level C. This level shall be authorized to engage an individual with extensive relevant professional experience requiring specialized or technical knowledge and skills. Individuals at this level will be expected to develop new approaches, techniques or policies and/or design guidelines, standard operating procedures and a project's theme. Individuals would be engaged in projects of broad scope and considerable depth that will have an impact on the overall execution of programmes or service of a function or various interrelated areas. Expected outputs of the consultancy at this level may relate, inter alia, to providing technical support; leading group dynamics; and undertaking report drafting or project-wide proposals.

Level D. This level shall be authorized to engage highly specialized individuals with extensive relevant experience and the highest level of expertise in the corresponding area of work or programme for which they are engaged. The individual's services, work and recommendations, for example, may form one of several contributions to the accomplishment of a crucial programme or service or functional area of a broad scope, involving high complexity and

impact. Some of the expected deliverable outputs would primarily relate to the following: providing functional leadership and expert advice; preparing intricate and complex technical papers to working groups; undertaking the drafting of reports or proposals for projects of a large scale or a broad scope. The individual's assigned duties may relate to large-scale programmatic and operational activities involving large commitments of staff and funds.

Level E. This level can be authorized only by the Office of Human Resources Management. The level is reserved for essentially very exceptional arrangements related to services and work to be obtained from a well-known, worldwide authority in a highly specialized area. Normally, these types of engagements may result in programmatic and/or operational activities involving either large commitments of staff and funds or an exceptionally complex programmatic scope, which would carry a significant organizational impact on delivery in terms of strategy, operational reengineering and planning analytics, usually of an unusual complexity and/or sensitive nature.

Once the fee range is established, the monthly and daily fee rates are calculated by the Office of Human Resources Management and the resulting figure is rounded up to determine the minimum and maximum of the fee range. The fee range is updated periodically in accordance with revisions of the salary scale for the Professional and higher categories based on the annual gross base salaries.

7. The international consultant and individual contractor fee ranges' daily and monthly rates are set out in detail below. The fee ranges do not apply to local consultants or individual contractors; for those individuals, the salary scales for locally recruited staff continue to be the reference point to determine the level of remuneration.

International Consultants and Individual Contractor Fee

Ranges: daily and monthly rates

(In United States dollars)

<i>Levels</i>		<i>Daily rate</i>	<i>Monthly rate</i>
A	Minimum	180.00	3 867.00
	Maximum	240.00	5 012.00

B	Minimum	240.00	4 939.00
	Maximum	380.00	7 870.00
C	Minimum	390.00	7 328.00
	Maximum	560.00	10 572.00
D	Minimum	620.00	10 754.00
	Maximum	750.00	13 040.00
E	Minimum	860.00	14 339.00
	Maximum	980.00	15 779.00

9. Proposals for individual contracts with rates above level B must be referred to the Director General for review and a decision. The submissions for rates above level B must include appropriate justification in respect of the tasks involved (complexity of the assignment, number of workdays involved, duration/period, specific task deliverables, work coordination aspects, reporting duties, etc.).

D. Remuneration for individual contractors engaged to perform language functions

10. An individual contractor engaged to perform language functions may be paid in accordance with an agreed rate based on unit costs applicable to such work.

E. Payment

11. Consultants or individual contractors may be paid at a daily, weekly or monthly rate, or on a lump-sum basis, which represents the total value of the services to the Organization. The currency of payment shall be specified in the contract. The total remuneration payable to a consultant by ACMAD shall be specified in the contract in terms of gross amounts.

12. Payment of fees established on a lump-sum basis shall normally take place upon certification by the authorized official of satisfactory completion of the work (see annex VI). If the contract provides for payment in instalments upon the completion of clearly identified phases of the work to be performed, payment shall be made upon certification by the authorized official that each phase has been successfully completed. No payment shall be made if the consultant fails to complete the service specified in the contract to the satisfaction of ACMAD. If the service is carried out partially, a determination shall be made as to what amount, if any, is to be paid, based on that part of the work completed.

Annex IV

CONTRACT FOR THE SERVICES OF A CONSULTANT OR INDIVIDUAL CONTRACTOR

CONTRACT TYPE: Consultant Individual Contractor

CONTRACT NO.:	Status:	Amendment No.	Department:		
BAC:		Index No.:	Nationality:		
This Contract is entered into between ACMASD and _____ (name) _____, hereinafter referred to as the Contractor . Address:					
City, State, Province, Postal Code:		Tel. No.:			
1. TERMS OF REFERENCE (See annexxxx): Travel Details (if authorized):					
2. DURATION OF CONTRACT:					
3.					
This Contract shall commence on _____, and shall expire on the satisfactory completion of the services described above, but not later than _____, unless sooner terminated under the terms of this contract. This Contract is subject to the conditions on the following pages.					
4. CONSIDERATION – As full consideration for the services performed by the Contractor under the terms of this Contract, ACMAD shall pay the Contractor, upon certification that the services have been satisfactorily performed in accordance with the requirements of this Contract, as follows:					
A fee of Daily Weekly <input type="checkbox"/>		Currency: <input type="checkbox"/>		Total Fee:	
Monthly Lump sum <input type="checkbox"/>					
Where two currencies are involved, the rate of exchange shall be the official rate applied by ACMAD on the day ACMAD instructs its bankers to effect the payment(s);					
The fee is payable on satisfactory completion of contract. For payment in instalments, certification of satisfactory performance at each phase is required.					
<input type="checkbox"/> PHASE AMOUNT					
4. WORK LOCATION AND HEALTH CERTIFICATION: The Contractor shall perform the work assignment at the					
<input type="checkbox"/>					
following location or locations (check one):					
The Contractor has submitted a statement of good health and confirmation of immunization; and, if required to travel beyond commuting distance to a duty station with a hardship rating other than "H" and "A", has certified that his or her medical/health insurance covers medical evacuations and treatment.					
The Contractor is not required to submit a statement of good health and confirmation of immunization.					
By signing below and initialling to the right, I, the Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contract set forth on the following pages, which CONTRACTOR'S form an integral part of this Contract, and that I have been provided with a copy of, have read and understood, and INITIALS: agree to abide by the standards of conduct, concerning "Special measures for protection from sexual exploitation and sexual abuse".					



I further attest that I have not committed, been convicted of, nor prosecuted for, any criminal offence. I attest that I have not been involved, by act or omission, in the commission of any violation of international human rights law or international humanitarian law.

I am not able to attest to the preceding paragraph for the following reasons:

Contractor:

SIGNATURE: _____ **DATE:**

AUTHORIZING OFFICER: DATE:

On behalf of ACMAD:
(Name and Title)

SIGNATURE:

Annex V

PROPOSED CANDIDATE CONTRACT NO.

SUPPLEMENTARY DATA FOR A CONTRACT FOR THE SERVICES OF A CONSULTANT / INDIVIDUAL CONTRACTOR

1. **Purpose.** Explain the terms of reference, for the service required, their relation to the Unit's work programme, and in particular what special skills or knowledge are required to perform those responsibilities.

For Consultant: Consultancy Level: Justification:

2. In addition to the information, provide the ultimate result of services:

Legislative authority: Title and identification number of programme/project, if regular budget.

3. Explain the duration of the contract and the total remuneration budgeted for the purpose, as well as the terms of payment for satisfactory completion of contract.
4. Estimated amount of actual time to be worked: Work Days/Weeks/Months (circle applicable time period)
5. For consultancy: Is any other department or office of the Secretariat or any other organization of the United Nations involved in similar work to the best of your knowledge? NO YES

If yes, please explain how the services will not duplicate work or activities already performed, being performed or about to be performed:

6. Source of Funds: REGULAR BUDGET EXTRABUDGETARY

Cost of Travel, if any, in CFA :

Travel	Per Diem	Other	Total
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0

Was the candidate pre-selected from a roster-based competitive selection process? NO YES

7. Has the proposed candidate been previously employed by ACMAD? (NO) YES If yes, provide details and give highest grade and length of service:

8. Travel: APPLICABLE NOT APPLICABLE Will the consultant work in ACMAD office? YES / NO

This form must accompany the Consultant Contract (form P.104) and CV

9. List the candidates considered in your order of preference and state their nationality, level of education, skills (provide academic credentials), prior and current engagements, type of work performed, fees and evaluation of past work.

NAME	NATIONALITY	LEVEL OF EDUCATION	GENDER	DESCRIPTION OF SKILLS, ENGAGEMENTS, EXPERIENCE, FEES AND WORK EVALUATION
a.				
b.				
c.				
d.				
e.				
f.				



10. State the reasons for your order of preference.

I certify to the best of my knowledge that this work has not been done previously; that it cannot be done by regular staff because it requires expertise, special skills or knowledge not normally possessed by regular staff and for which there is no continuing need in the Secretariat and that the services to be performed do not duplicate work or activities already done or about to be done by other individuals, departments or offices of the Secretariat.

Signature of Head of the Substantive Office:

Name and Title:

Date: (dd/mm/yyyy)

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Annex VI

PERFORMANCE EVALUATION for CONSULTANTS and INDIVIDUAL CONTRACTORS

INTERIM EVALUATION (*Mandatory after 6 MONTHS of SERVICE*)

- FINAL EVALUATION (*Mandatory upon COMPLETION of ASSIGNMENT regardless of duration*)
-

Name of Consultant/Contractor:		Index No:
ASSESSMENT OF QUALITY OF WORK		
All goals outlined in the Terms of Reference have been met. (See Section 1 of Forms P.104 and P.104/A) If NO , please explain:	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PARTLY	
If partly , please specify:		
All deadlines established in the Terms of Reference have been met. (See Section 1 of Forms P.104 and P.104/A) If NO , please explain:	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PARTLY	
If partly , please specify:		
Please provide a detailed assessment of the following:		
<i>QUALITY OF WORK:</i>		
<i>RESULTS ACHIEVED:</i>		
<i>SKILLS (STRENGTHS, WEAKNESSES as related to accomplishment of goals):</i>		
OVERALL PERFORMANCE RATING		
<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Unsatisfactory		<input type="checkbox"/> Payment Withheld
(No further contracts to be granted)		
Would you consider reengaging the consultant/contractor	(a) In the same field?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(b) In another field? If YES, what field?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	(c) Include him/her in a roster?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> already rostered
Department:		Contract No:



FINAL REMARKS

Name/Title/Signature of Head of Department:

Date:

Name/Title/Signature of Official in Charge of Project:

Date:

PLEASE FORWARD COPY TO HUMAN RESOURCE OFFICE