**STANDARD FORM OF AGREEMENT FOR CONSULTANCY SERVICES PROVIDED BY UNITED NATIONS AGENCIES** **TO RECIPIENTS OF CDB FINANCING**



**Caribbean Development Bank**

[Date]

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# Preface

1. This standard form of agreement for Consulting Services has been prepared by Caribbean Development Bank (the Bank) for use by its Recipients of Caribbean Development Bank (CDB) financing (Recipients) and their executingagencies when they engage a United Nations (UN) agency for the provision of services under the Bank-financed assignments. It is an adaptation of the harmonised simplified form of agreement which has been prepared through the joint efforts of the Multilateral Development Banks (MDBs), namely: the Asian Development Bank, African Development Bank, Black Sea Trade and Development Bank, CDB, Council of Europe Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank, Islamic Development Bank, and International Bank for Reconstruction and Development (World Bank), which is intended to be used as a model for the participating MDBs to issue its own standard simplified form of agreement for the use in MDBs-financed agreements with consulting firms.
2. This standard form of agreement is designed to be used as a basis for the executing agencies to prepare either a lump sum or a time-based agreement for a specific consulting assignment.
3. The form is not suitable for time-based assignments longer than 18 months duration as it does not include a price adjustment provision.
4. It is expected that this form of agreement is used for lump-sum assignments when definition of the tasks to be performed is clear and unambiguous, when the financial risk taken by the UN Agency is relatively low, and when, therefore, the UN Agency is prepared to perform the assignment for an agreed, pre-determined lump-sum price. The Client agrees to pay the UN Agency according to a schedule of payments linked to the delivery of certain outputs/deliverables, for example reports. A major advantage of a lump-sum agreement is the simplicity of its administration, the Client having only to be satisfied with the outputs without monitoring the inputs of the UN Agency’s experts. Studies are usually carried out on a lump-sum basis: for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.
5. In the case of time-based assignments, this form of agreement is used when the UN Agency is paid on the basis of the time actually spent in carrying out the services. Advisory services or engineering supervision are normally done under time-based arrangements. This type of agreement requires the Client to closely supervise the UN Agency’s performance and billing for actual time. This form of agreement is not appropriate for the assignments of long duration as it does not include price adjustment provisions.
6. The standard Agreement form consists of two parts:
7. the Form of Agreement to be signed by the Client and the UN Agency, including Attachment 1 (Bank’s Policy, Guidelines and Procedures on Fraud and Corruption) andAttachment 2 (Eligibility); and
8. the Appendices.
9. Those wishing to submit comments or questions on this document, or obtain additional

information on procurement under Bank-financed projects, are encouraged to contact:

 Procurement Officer

 Procurement Policy Unit

 Caribbean Development Bank

 Wildey, St. Michael

 Barbados

 Tel. No. (246) 431-1600

 Email: procurement@caribank.org

**Agreement for UN Agency’s Services**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Loan/Grant No.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assignment Title of Consulting Services\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agreement No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

[**Name of the Client**]

**and**

[**Name of the UN Agency**]

**Dated:**

1. **Form of Agreement**

This AGREEMENT (the “Agreement”) is made between, on the one hand, *[name of Client or Recipient or Beneficiary]*  (the “Client”) and, on the other hand, *[name of UN Agency]* (hereinafter called the (“[*insert name]*” or the “UN Agency”), a subsidiary organ of the UN which enjoys privileges and immunities by the Convention on the Privileges and Immunities of the UN adopted by the General Assembly of the UN on February 13, 1946 for the *[name of assignment]* (the “Services”) described in the Terms of Reference in the Appendix A.

WHEREAS, the Client has accepted the UN Agency’s proposal for the performance of the Services, and the UN Agency is capable and willing to perform said Services.

THE CLIENT AND THE UN AGENCY (the “Parties”) AGREE AS FOLLOWS:

1. This Agreement, its meaning, interpretation and the relation between the Parties shall be governed by international law*.*
2. The Agreement is signed and executed in the English language, and all communications, notices and modifications related to this Agreement shall be made in writing and in the same language.
3. The total Agreement price is *[insert amount and the currency]*. The Agreement price breakdown is provided in Appendix C.
4. The expected date for the commencement of the Services is [*insert date, month and year*] at [*insert location*]. The time period shall be *[insert time period, e.g.: twelve months]*.
5. The Client designates *[insert the name and title]* as Client’s Coordinator and the UN Agency designates *[insert the name and title]* as its representative for the purpose of coordination of activities under this Agreement.
6. Any dispute, controversy or claim that cannot be amicably settled between the Parties and arising out of, or relating to this Agreement or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the UN Commission on International Trade Law Arbitration (UNCITRAL) Rules as in force and effect on the date of this Agreement. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.
7. The following documents form an integral part of this Agreement:
8. The General Conditions of Agreement(including Attachment 1 “Bank’s Policy, Guidelines and Procedures on Fraud and Corruption”and Attachment 2 “Eligibility”).

(b) Appendices:

Appendix A: Terms of Reference and Reporting Requirements

Appendix B: Key Experts (including CVs)

Appendix C: Breakdown of Agreement Price

1. In the event of a conflict between the provisions of this Agreement and the Appendices or the General Conditions of Agreement, the provisions of this Agreement shall take precedence. In the event of a conflict between the provisions of the Appendices and those of the General Conditions of Agreement, the provisions of the Appendices shall take precedence.

SIGNED:

For and on behalf of *[Name of Client]*

*[Authorised Representative of the Client – name, title and signature]*

*Date:………………….*

For and on behalf of the *[name of UN Agency]*

*[Authorised Representative of the UN Agency – name, title and signature]*

*Date:………………….*

*{****Note****: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}.*

1. **General Conditions of Agreement**

|  |  |
| --- | --- |
| Definitions  | * 1. Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:
1. “Applicable Guidelines” means Guidelines for the Selection and Engagement of Consultants by Recipients of CDB Financing (October 2011).
2. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the UN Agency, Sub-consultant or Joint Venture (JV) member(s) assigned by the UN Agency to perform the Services or any part thereof under the Agreement.
3. Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Agreement and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the UN Agency’s proposal.
4. “Non-Key Expert(s)” means an individual professional provided by the UN Agency or its Sub-consultant to perform the Services or any part thereof under the Agreement.
5. “Sub-consultants” means an entity to whom/which the UN Agency subcontracts any part of the Services while remaining solely liable for the execution of the Agreement.
 |
| Eligibility  | 2.1 It is the UN Agency’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements throughout the implementation of this Agreement as established by CDB under the Financing Agreement for this assignment and as detailed in **Attachment 2***.* 2.2 Throughout the execution of the Agreement, the UN Agency shall comply with the import of goods and services prohibitions in the Client’s country when by an act of compliance with a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, the Recipient’s country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.2.3 A firm or an individual sanctioned by the Bank in accordance with Clause 3.1 shall be ineligible to be awarded a Bank-financed agreement, or to benefit from a Bank-financed agreement, financially or otherwise, during such period of time as the Bank shall determine. |
| Corrupt and Fraudulent Practices  | 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1**. 3.2 The UN Agency maintains and enforces its own policy in regard to corrupt and fraudulent practices as set forth in the UNOPS Financial Regulations and Rules, UN Staff Rules and Regulations, UNOPS Procurement Policies, UNOPS Internal Audit and Investigations Group (IAIG) and UNOPS Ethics Policies. Under this Agreement, the UN Agency agrees to cooperate with the Bank, to the extent permitted by its rules, policies, and governance structures, on matters relating to corrupt and fraudulent practices as set forth in **Attachment 1**. To this end, the UN Agency shall provide promptly to the Bank, through its Office of Integrity, Compliance and Accountability (ICA), any information relevant to the detection, substantiation and prevention by the UN Agency of fraud and corruption in connection with the Services, provided that such notification does not jeopardise the conduct of the investigation. |
| No Commissions and Fees  | 4.1 The UN Agency confirms that no commissions, gratuities or fees have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Agreement.  |
| Force Majeure |  |
| a. Definition | 5.1 For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.5.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Agreement | 5.3 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.  |
| c. Measures to be Taken | 5.4 Party affected by an event of Force Majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.5.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.5.6 Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.5.7 During the period of their inability to perform the Services as a result of an event of Force Majeure, the UN Agency, upon instructions by the Client, shall either:(a) demobilise, in which case the UN Agency shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or(b) continue with the Services to the extent reasonably possible, in which case the UN Agency shall continue to be paid under the terms of this Agreement and be reimbursed for additional costs reasonably and necessarily incurred. |
| Suspension | 6.1 The Client may, by written notice of suspension to the UN Agency, suspend part or all payments to the UN Agency hereunder if the UN Agency fails to perform any of its obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the UN Agency to remedy such failure within a period not exceeding fourteen (14) calendar days after receipt by the UN Agency of such notice of suspension.  |
| Termination | 7.1 This Agreement may be terminated by either Party upon thirty (30) calendar days’ written notice to the other. |
|  | 7.2 Upon receipt by one Party of the other Party’s written notice of termination of this Agreement, the Parties shall agree on the exit strategy to minimise any negative impact that can arise from an early termination of this Agreement and take all reasonable and necessary measures to complete as many of the activities as possible. 7.3 The provisions of this Agreement will survive early termination or completion to the extent necessary to permit an orderly conclusion of all activities and settlement of accounts between the Parties. |
| Obligations of the UN Agency |  |
| a. Standard of Performance | 8.1 The UN Agency shall carry out the Services with due diligence, efficiency and economy, and shall exercise such reasonable skill and care in the performance of the Services as is consistent with generally accepted professional and management practices.8.2 Noting that the UN Agency is an entity of the UN, serving the best interests of its member states and bound by the Charter of the UN, the UNOPS Financial Regulations and Rules and the UN Staff Regulations and Rules, the UN Agency shall, in the performance of the Services, take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practice.  |
| b. Compliance  | 8.3 The UN Agency shall perform the Services in accordance with the Agreement and shall take all practicable steps to ensure that all of its Experts and Sub-consultants, comply with the relevant terms hereof.  |
| c. Conflicts of Interest | 8.4. Noting that the UN Agency is an entity of the UN, serving the best interests of its member states and bound by the Charter of the UN, the UNOPS Financial Regulations and Rules and the UN Staff Regulations and Rules, the UN Agency, in the performance of the Services, shall hold the Client’s interest in relation to this Agreement paramount without any consideration for future work, and strictly avoid conflicts of interest, including conflicts with other assignments. |
|  | 8.5 The UN Agency agrees that if engaged by the Client to provide consulting services for the preparation or implementation of the project, it shall be disqualified from subsequently providing goods, works or services (other than consulting services[[1]](#footnote-1)) resulting from or directly related to its consulting services for such preparation or implementation. |
|  | 8.6 The UN Agency shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.8.7 The UN Agency has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the UN Agency or the termination of its Agreement. |
| Confidentiality | 9.1 Except with the prior written consent of the Client, the UN Agency and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services.9.2 Notwithstanding the foregoing, nothing in this Agreement shall be understood to prevent the UN Agency from complying with its obligations to disclose information to the UNOPS IAIG or the UN Board of Auditors. |
| Insurance to be taken out by the UN Agency | 10.1 The UN Agency shall: (a) maintain, in relation to UN officials, UN staff medical and accident insurances, third party liability insurance as well as health and repatriation coverage for UN staff travel, and insurance coverage for damage, theft or loss of equipment worldwide; (b) require and ensure that the UN Agency’s Sub-consultants possess medical or health insurance that includes medical treatment, and, if applicable, coverage for medical evacuations and treatment, as well as adequate insurance required to pay the UN Agency promptly for all loss, destruction or damage to the property of the UN Agency caused by the Sub-consultant in the performance of the Sub-consultant’s services for the UN Agency; and(c) ensure that the abovementioned insurances are in place prior to commencing the Services.10.2 The Client undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the UN Agency, Expert(s), Sub-consultants, or specialists associated with the UN Agency for the purpose of the Services, nor for any dependent of any such person. 10.3 The UN Agency shall neither be liable for any damage sustained by the Client in the implementation of this Agreement, nor for any act or default on the part of the Client in the implementation of this Agreement, except where such damage, act or default was caused by the gross negligence or willful misconduct on the part of the UN Agency’s experts or the UN Agency’s Sub-consultants. |
| Accounting, Inspection and Auditing | 11.1 The UN Agency shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.11.2 The UN Agency shall be subject exclusively to the internal and external audit procedures laid down in the Financial Regulations and Rules of the UN. For the avoidance of doubt, in the event of a conflict between this Clause 11.2 and paragraph 1(e) of **Attachment 1**, this Clause 11.2 shall prevail. |
| Reporting Obligations | 12.1 The UN Agency shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in said Appendix.  |
| Proprietary Rights of the Client in Reports and Records | 13.1 All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the UN Agency for the Client in the course of the Services (the “Reports and Records”) shall be confidential and become and remain the absolute property of the UN Agency PROVIDED THAT the Client shall enjoy a perpetual, royalty-free, non-exclusive and transferable license to use the Reports and Records.13.2 The UN Agency shall, not later than upon termination or expiration of this Agreement, deliver a copy of all Reports and Records to the Client, together with a detailed inventory thereof. |
| Description of Key Experts | 14.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the UN Agency’s Key Experts are described in **Appendix B.**  |
| Replacement of Key Experts | 15.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. 15.2 Notwithstanding the above, the substitution of Key Experts during Agreement execution may be considered based on the UN Agency’s written request and due to circumstances outside the reasonable control of the UN Agency, including but not limited to death or medical incapacity. In such case, the UN Agency shall forthwith provide as a replacement, a person of at least equivalent qualifications and experience, and at the same rate of remuneration. |
| Removal of Experts or Sub-consultants | 16.1 If the Client, in consultation with the UN Agency, determines that it has become necessary to replace any of the Experts of Sub-consultants, the UN Agency shall, at the Client’s written request, provide a replacement.16.2 Any replacement of the removed Experts or Sub-consultants shall possess at least equivalent qualifications and experience and shall be acceptable to the Client.16.3 The UN Agency shall, at no cost to the Client, make necessary administrative arrangements for the removal and/or replacement of such Experts when the removal is justified under 16.1 and 16.2 above. |
| Client’s Payment Obligation  | 17.1 In consideration of the Services performed by the UN Agency under this Agreement, the Client shall make such payments to the UN Agency for the services specified in **Appendix A** and in such manner as described in **Appendix C**. |
| Mode of Billing and Payment | 18.1 The payments under this Agreement shall be made in accordance with the payments provisions in **Appendix C**. 18.2 The UN Agency is not relieved of its obligations under this Agreement because of any payments made in accordance with the payment provisions in **Appendix C**.  |
| Dispute Resolution | 19.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred, by either Party, to the applicable arbitration. |

#

# Attachment 1: Bank’s Policy, Guidelines and Procedures on Fraud and Corruption

{“Notes to the Client”: the text in this Attachment 1 shall not be modified}

 It is CDB’s policy to require that Recipients (including beneficiaries of the Financing), as well as bidders, suppliers (including suppliers of consulting services), and contractors under CDB-financed agreements, observe the highest standard of ethics during the procurement and execution of such agreements. In pursuance of this policy, CDB:

1. defines, for the purposes of this provision, the terms set forth below as follows:
2. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in agreement execution;
3. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of an agreement;
4. “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Recipient, designed to establish bid prices at artificial, non-competitive levels; and
5. “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of an agreement.
6. will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the agreement in question;
7. will normally cancel the portion of the Financing allocated to an agreement if it determines at any time that representatives of the Recipient or of a beneficiary of the Financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that agreement, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
8. will sanction a body corporate or individual, including declaring the body corporate or individual ineligible, either indefinitely or for a stated period of time, to be awarded a CDB-financed agreement if it at any time determines that the body corporate or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a CDB-financed agreement; and
9. will have the right to require that a provision be included in bidding documents and in agreements financed by the Financing, permitting CDB to inspect the Recipient’s accounts and records and other documents of the Recipient relating to the bid submission and agreement performance and to have them audited by auditors appointed by CDB.

# Attachment 2: Eligibility

**1. Financing Eligibility**

The Client has received a [*loan/grant*] from the Caribbean Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this [*loan/grant*] to eligible payments under this Agreement, it being understood that:

1. payments by the Bank will be made only at the request of the Client and upon approval by the Bank;
2. such payments will be subject, in all respects, to the terms and conditions of the [*loan/grant*] agreement, including prohibitions of withdrawal from the [*loan/grant*] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the UN Security council taken under Chapter VII of the Charter of the UN; and
3. no party other than the Client shall derive any rights from the [*loan/grant*] agreement or have any claim to the [*loan/grant*] proceeds.

**2.** **Eligible Countries**

In relation to consultancy services, the UN Agency, each member of a joint venture or consortium and any Sub-consultant, shall be eligible for procurement if the UN Agency’s sub-consultants and individual experts, are selected in accordance with the applicable UN rules, regulations and procedures and related administrative issuances, following a competitive process.

**Other Countries**:

[Insert: other countries or state “Not applicable”]

**APPENDICES**

Appendix A – Terms of Reference and Reporting Requirements

[insert terms of reference]

Appendix B - Key Experts and CURRICULA VITAE

**Team Composition, Assignment and inputs**

|  |  |  |  |
| --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s Input in each Deliverable or Task (D-….)** | **Total Time-input****(indicate: in Months or in Days)** |
| **Position** | **D-1** | **D-2** | **D-3** | **........** | **D-...** | **Home** | **Field** | **Total** |
| **KEY EXPERTS** |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] |  |  |  |  |  |  |  |  |
|  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |
|  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |
|  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |
| n |  |  |  |  |  |  |  |  |  |  |
|  |  |
|  |  | **Subtotal** |  |  |  |
| **NON-KEY EXPERTS** |
| N-1 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |
|  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |
|  |  |  |
|  |  | **Subtotal** |  |  |  |
| **Total** |  |  |  |

1. For Lump Sum assignments insert “X” to mark which Key Expert or Non-Key Expert is involved in each Deliverable or Task. For Time-Based assignments, insert input in days or month.

2. Months are counted from the start of the assignment/mobilisation. For Time-Based assignments: One (1) month equals twenty-two (22) working (billable days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3. “Home” means work in the office in the Expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the Expert’s country of residence, at Client’s request.

**Attach the curricula vitae (updated and signed by the respective Key Experts)**

**demonstrating the qualifications of Key Experts.**

**Attach the curricula vitae (updated and signed by the respective Key Experts) following standard form below**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.:** | {e.g., K-1, TEAM LEADER} |
| **Name of Firm:** | {Insert name of firm proposing the expert} |
| **Name of Expert:** | {Insert full name} |

**Education:** {List college/university or other specialised education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained} **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employment Record relevant to the Assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organisation, titles of positions held,type of employment *(full time, part time, contractual),* types of activities performed and location of the assignment, and contact information of previous clients and employing organisation(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing Organisation and Your Title/Position. Contact Information for References** | **Country** | **Summary of Activities Performed Relevant to the Assignment** |
| [e.g., May 2005-present] | [e.g., Ministry of ……, Advisor/Consultant to…For references: Tel…………/e-mail……; Mr. Bbbbbb, Deputy Minister] |  |  |

**Membership in Professional Associations and Publications:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Language Skills (indicate only languages in which you can work):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on UN Agency’s Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| **{***List all deliverables/tasks in which the Expert will be involved)* |  |

 **Expert’s Contact Information:** (E-mail , Phone )

**Certification**: I, the undersigned, certify to the best of my knowledge and belief that:

*(i) This CV correctly describes my qualifications and experience.*

*(ii) I am not employed by the Executing or the Implementing Agency.*

*(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in this proposal, provided team mobilisation takes place within the validity of this proposal.*

*(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment.*

*(v) I am not currently debarred by an MDB.*

*(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and agreement}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *[Signature of Expert][[2]](#footnote-2)* *Day/Month/Year*

Appendix C – Breakdown of Agreement Price[[3]](#footnote-3)

(includes Advance Payment guarantee form)

1. Remuneration (Experts’ Rates/Fees)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Position/Job Title** | **Name** | **Expert Rate (per month/day/hour) in Currency** | **Time Input (number of months/days/hours)** | **Total** **(Amount and Currency)** |
| K-1 |  |  |  | **Home** | **Field** |  |
| K-2 |  |  |  |  |  |  |
| ….. |  |  |  |  |  |  |
| N-1 |  |  |  |  |  |  |
| N-1 |  |  |  |  |  |  |
|  |  | **(1A) Sub-Total for Remuneration/Fees:****(1B) Indirect Local Taxes on Remuneration:*****{****Attach calculations, reference to the law, and indicate who is responsible for payment of taxes – Client or UN Agency}* |  |
|  |  |  |
|  |  |  |

 *(a) “K-..” refers to “Key Expert”; “N-…” refers to Non-Key Expert.*

*(b) Months are counted from the start of the assignment/mobilisation. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.*

**(2) REIMBURSABLE EXPENSES** {Table below is an incomplete list of examples. Insert what is relevant to the assignment}

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Unit (of measure)** | **Cost per Unit Rate** | **Number of Units** | **Total** |
| *{Travel}* | *{“trip”/”airfare”}* | *{insert amount and currency}* | *{insert number of trips/flights}* | *{insert amount and currency}* |
| *{Transportation to/from Airport}* | *{“trip”}* | *{insert amount and currency}* | *{insert number of trips}* | *{insert amount and currency}* |
| *{Hotel Accommodation}* | *{“nights”}* | *{insert amount and currency}* | *{insert number}* | *{insert amount and currency}* |
| *{Local transportation in Client’s Country}* | *{“amount”/”allowance per week/month”/etc.}* | *{insert amount and currency}* | *{insert number}* | *{insert amount and currency}* |
| *{Per Diem Allowance}* |  |  |  |  |

*(a) Air Travel is Full Economy Class or Equivalent.*

**(3) TOTAL AGREEMENT AMOUNT - TIME BASED AGREEMENT**

|  |  |  |
| --- | --- | --- |
| **Agreement Ceiling Amount** | **Currency** | **Amount** |
|  | **(1A) Total Remuneration/Fees** |  |  |
|  | **(2) Total Reimbursable Expenses** |  |  |
|  |  |  |  |
|  | **(1B) Indirect Local Taxes paid by** *{insert “Client” OR “UN Agency”}* |  |  |

**OR**

**(3) TOTAL AGREEMENT AMOUNT - LUMP SUM AGREEMENT**

|  |  |  |
| --- | --- | --- |
| **(3A) Schedule of Payments for Deliverables:***[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency:* | **Currency** | **Amount** |
| **1.**  | ***1st Payment for [Deliverable 1: ……………..]*** |  |  |
| **2.**  | ***2****nd* ***Payment for [Deliverable 2 ……………...]*** |  |  |
|  |  |  |  |
|  |  |  |  |
| **n.** | **(3B) Indirect Local Taxes paid by** *{insert “Client” OR “UN Agency”}* |  |  |

1. For the purposes of this Agreement, “consulting services” means services of an intellectual and advisory nature, and not other types of services in which the physical aspects of the activity predominates. [↑](#footnote-ref-1)
2. 1This CV can be signed by a senior representative of the Consultant provided that if the Consultant’s proposal is ranked first, a copy of the CV signed by the Expert and/or Specialist must be submitted to the Client prior to the commencement of agreement negotiations. [↑](#footnote-ref-2)
3. When used for **Lump Sum Assignments**, information in this Form shall only be used to demonstrate the basis for the calculation of the Agreement’s ceiling amount and applicable taxes. This Form shall not be used as a basis for payments under Lump-Sum Agreements. [↑](#footnote-ref-3)