

# UNITED NATIONS DEVELOPMENT PROGRAMME



## Special Service Agreement

No. BZE/ 09/38

MEMORANDUM OF AGREEMENT MADE THIS 1st day of September 2009 between the United Nations Development Programme (hereinafter referred to as "UNDP") and Mr. Manuel Benjamin Vivas (hereinafter referred to as "the Individual contractor") whose address is 1310 Brookneal Circle, Mobile Alabama 36695, USA.

WHEREAS UNDP desires to engage the services of the Individual contractor on the terms and conditions hereinafter set forth, and: WHEREAS the Individual contractor is ready and willing to accept this engagement of services with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

### 1. Nature of services

The Individual contractor shall perform the following services as described in the Terms of References attached hereto as (*Annex I*).  
Duty Station(s): Home with expected three missions to Belize.

Travel to Belize is Required and Authorized by the UNDP Belize Country Office. UNDP will facilitate the contractor's missions to Belize through its purchase of the relevant airline ticket. The Individual contractor will receive a daily subsistence allowance at United Nations authorized base rate for Belmopan, Belize (\$171.00 USD/ day).

### 2. Duration of Agreement

This Agreement shall commence on the 1st day of September 2009, and shall expire upon satisfactory completion of the services described above, but not later than the 31st day of March 2010, unless sooner terminated in accordance with the terms of this Agreement. This Agreement is subject to the General Conditions for SSA which are incorporated herein by reference (*Annex II*).

### 3. Consideration

As full consideration for the services performed by the Individual contractor under the terms of this Agreement, UNDP shall pay the Individual contractor upon certification by the UNDP Country Office Programme Manager and the UNDP LAC Biodiversity Regional Technical Advisor that the services have been satisfactorily performed, the sum of Thirty Thousand US Dollars (\$30,000 USD).

This payment should be made on the following basis, as the case may be:

- Daily                                       Weekly                                      Currency: USD                                      Total fee: \$30,000  
 Monthly                                       **Lump Sum**

Where two currencies are involved, the rate of exchange shall be the United Nations Operational Rate of Exchange on the day the UNDP instructs its bank to effect the payment(s). The fee is payable on satisfactory completion of the Agreement. For payment in installments, certification of satisfactory performance at each phase is required.

PHASE	AMOUNT
Phase 1: 1st Mission to Belize, Project Initiation/ Project Inception Workshop	\$3,000.00
Phase 2: 2nd Mission to Belize- Completion of detailed problem analysis	\$6,000.00
Phase 3: Finalization of Project Monitoring and Evaluation Plan/ Stakeholder Involvement Plan	\$6,000.00
Phase 4: Incremental Cost Analysis/Project outcome Budget/ First Draft of Project Document	\$9,000.00
Phase 5: Delivery of complete document with Annexes for submission to GEF Secretariat Approval of project by GEF Secretariat	\$6,000.00

### 4. Rights and Obligations of the Individual contractor

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

### 5. Beneficiary

The Individual contractor selects Sara Jane Vivas as beneficiary of any amounts owed under this Agreement in the event of death of the Individual contractor while performing services hereunder.

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

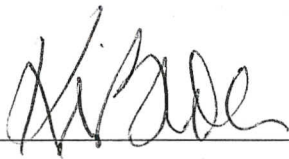
By signing below, I, the Individual contractor acknowledge and agree that I have read and accept the terms of this Agreement, including the General Conditions for SSA which form an integral part of this Agreement, and that I have been provided with a copy of, have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

**AUTHORIZING OFFICER:**

**Kristine Blokhus**  
Assistant Resident Representative  
United Nations Development Programme  
Belize Country Office

**SUBSCRIBER:**

**Manuel Benjamin Vivas**  
International Consultant



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**DATE:**

14 Sept 2009

**DATE:** 09/08/2009