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UNITED NATIONS DEVELOPMENT PROGRAMME

Contract for the services of an Individual Contractor

No: 2016/013

This Contract is entered into on **20th December 2016** between the **United Nations Development Programme (hereinafter referred to as "UNDP")** and **Marumo Nkomo** (hereinafter referred to as "the Individual Contractor") whose address is Gaborone, Botswana

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 Contract 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 services as described in the Terms of Reference which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): Gaborone, Botswana

2. Duration

This Individual Contract shall be engaged for **6 days** from the **21st December 2016**, and shall expire upon satisfactory completion of the services described in the Terms of Reference, attached and to be signed as part of the contract, but not later than **31st December 2016** unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II*.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, excluding his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of **US Dollar Two Thousand Four Hundred (USD2,400)** in accordance with the table set forth below¹. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

Deliverables	Deliverable Time Line	Percentage Payment
TRIPS Flexibilities Report	6 days	100% upon satisfactory review of all the 3 deliverables
Finalize TORs in legal Terms		
Finalize the 2017 implementation Road Map for the TWG		

Failure to adhere to the above stipulated schedule of deliverables the UNDP without prejudice to any other right it may have under this contract, subject to the prior notification of the Contractor (refer to clause 13 of the General Terms and Conditions which forms an integral part of this contract for further details):

- a) Demand that the Contract pays the Employer, liquidated damages for delays between the time prescribed in the contract or the extended time for completion as the case may be, liquidated damages for delays which shall be 5% of the amount payable per each milestone up to a maximum of 15% of the contract value, or
- b) Employ others to carry out that part of the services which the contractor shall have failed to carry out or
- c) Take the services in whole or in part out of the contractor's hands and re-contract with others as may be appropriate.

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

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 Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

¹ For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.



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5. Beneficiary

The Individual Contractor selects _____ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

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

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

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

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

AUTHORIZING OFFICER:
United Nations Development Programme

INDIVIDUAL CONTRACTOR:

Name: Mr. Anders Pedersen, UNDP Resident Representative

Name: Marumo Nkomo

Signature: _____

Signature: _____

Date: 20/12/16

Date: 23/01/2017



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AUTHORIZING OFFICER:
United Nations Development Programme

INDIVIDUAL CONTRACTOR:

Name: Mr. Anders Pedersen, UNDP Resident Representative

Name: Marumo Nkomo

Signature: 

Signature: _____

Date: 20/12/16

Date: _____

INSTRUCTIONS

Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions.

UNITED NATIONS DEVELOPMENT
PROGRAMME
PERSONAL HISTORY FORM
(for Service Contracts and Individual Contracts)

1. Family Name Nkomo		First Name Marumo		Middle name Lubababalo		Maiden name, if any		
2. Date of Birth	Da 04	Mo 11	Yr 1983	3. Place of Birth Pretoria, South Africa	4. Nationality (ies) at birth South African	5. Present nationality (ies) South African	6. Sexe Male	
7. Height 183cm	8. Weight 80KG		9. Marital status Single <input type="checkbox"/> Married <input checked="" type="checkbox"/> Separated <input type="checkbox"/> Widow <input type="checkbox"/> Divorced <input type="checkbox"/>					
10. Permanent address 10 Mathibe Street Atteridgeville, Pretoria, 0008, South Africa Telephone No. +27794015635 Fax No.				11. Present Address (if different) Telephone No. Fax No.		12. Office Telephone No. Office Fax No. Office E-mail No.		
13. Do you have a spouse and/or children? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> if the answer is "yes", give the following information:								
NAME		Date of birth		Relationship		NAME		
Ringetani Ndlovu		01/03/1984		Wife				
14. Have you taken up any legal permanent status in any country other than that of your nationality? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If the answer is "yes", which country?								
15. Have you taken any legal steps towards changing your present nationality? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If answer is "yes" explain fully								
16. Are any of your relatives employed by UNDP, any other UN organization or any other public international organization? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If the answer is "yes", give the following information:								
NAME		Relationship			Name of International Organization			
17. What is your preferred field of work?								
18. KNOWLEDGE OF LANGUAGES. What is your mother tongue? IsiZulu/IsiXhosa								
OTHER LANGUAGES	READ		WRITE		SPEAK		UNDERSTAND	
	Easily	Not Easily	Easily	Not Easily	Fluently	Not Fluently	Easily	Not Easily
English	x		x		x		x	
19. For clerical grades only Indicate speed in words per minute					List any office machines or equipment you can use			
Typing Shorthand	English	French	Other languages		Computer, Fax, Scanner, Printer,			

20. EDUCATIONAL. Give full details - N.B. Please give exact titles or degree in original language.

A. UNIVERSITY OR EQUIVALENT Please do not translate or equate to other degrees.

NAME, PLACE AND COUNTRY	ATTENDED FROM/TO		DEGREES and ACADEMIC DISTINCTIONS OBTAINED	MAIN COURSE OF STUDY
	Mo./Year	Mo./Year		
University of Cape Town, South Africa	11/2014	11/2014	Certificate in Commercial and Workplace Mediation	Mediation and negotiation skills
Harvard Law School, Qatar Campus	01/2014	01/2014	Certificate in Global Law and Policy	Law and Policy
University of Pretoria, South Africa	02/2010	02/2010	Certificate in Intellectual Property Rights and Pharmaceutical Products & Procedures	Law and Pharmaceutical regulatory affairs
University of Berne, Switzerland	01/2008	12/2008	Masters Degree in International Law and Economics (MILE) - <i>summa cum laude</i>	Law and Economics
Centre for Human Rights, University of Pretoria/Western Cape, South Africa	06/2006	03/2007	LLM in International Trade and Investment Law - <i>First Class</i>	Law
Law Society of South Africa	01/2006	06/2006	Certificate of Legal Practice	Law
University of Wales, Aberystwyth, UK	07/2002	05/2005	LLB (Hons)	Law

B. SCHOOLS OR OTHER FORMAL TRAINING OR EDUCATION FROM AGE 14 (e.g. high school, technical school or apprenticeship)

NAME, PLACE AND COUNTRY	TYPE	ATTENDED FROM/TO		CERTIFICATES OR DIPLOMAS OBTAINED
		Mo./Year	Mo./Year	
St Albans College, Pretoria, Sout Africa	Secondary School	01/1997	11/2001	Matriculation Certificate

21. LIST PROFESSIONAL SOCIETIES AND ACTIVITIES IN CIVIC, PUBLIC OR INTERNATIONAL AFFAIRS

African Network of International Economic Law

22. LIST ANY SIGNIFICANT PUBLICATIONS YOU HAVE WRITTEN (Do not attach)

Books or Book Chapters:

"The Economic Partnership Agreements and the Role of SADC in the African Economic Community - Are they Mutually Exclusive?" Chapter in Unite or Perish-Africa Fifty Years After Founding of the OAU (2014), ISBN: 978-0-7983-0483-2.

"The MERCOSUR - SACU PTA: A Step Forward in South-South Relations?" Chapter in Monitoring Regional Integration - Tralac Yearbook on Regional Integration in Southern Africa (2013), ISBN 9780987012791.

"The WTO Medicines Decision in light of its Utilization: Resolution or Resignation?" (2010) LAP LAMBERT Academic Publishing.

Peer Reviewed Journal Articles:

Marumo Nkomo (2015) The Trade Related Aspects of Intellectual Property Rights (TRIPS) - Pharmaceuticals Transitional Period: Can it Help Build Capacity in African Least Developed Countries (LDCs)?, International Journal of African Renaissance Studies - Multi-, Inter- and Transdisciplinarity, 10:2, 48-68, DOI: 10.1080/18186874.2015.1107977

Regional Integration in the Area of Intellectual Property: The Case for SADC Involvement- Law Democracy and Development, available at <http://www.ddd.org.za/by-type/refereed-articles/130-articles-vol-18/433-regional-integration-in-the-area-of-intellectual-property-the-case-for-southern-african-development-community-involvement-pg-317.html>

"South Africa's Proposed Intellectual Property Law: the Need for Improved Regional Cooperation" (2013) Comparative and International Law Journal of Southern Africa (2013) 46 (2) 257-273.

"Rwanda's New Intellectual Property Law and Compulsory Licensing for Export under the WTO: Not Quite a Panacea" (2013) 21:2 African Journal of International and Comparative Law 279-294.

"Intellectual Property No Longer Capital in South Africa - A Welcome Signal for Investment" Journal of Intellectual Property Law & Practice (2011) 7 (2): 88-89.

23. EMPLOYMENT RECORD: Starting with your present function, list in reverse order every employment you have had. Use a separate block for each FUNCTION. Include also service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Give both gross and net salaries per annum for your last and present FUNCTION.

A. PRESENT FUNCTION (LAST FUNCTION, IF NOT PRESENTLY IN EMPLOYMENT)

FROM		TO		SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL			
11/2015	Present					Director: Legal International Trade & Investment International Trade & Economic Development Division Department of Trade & Industry South Africa
NAME OF EMPLOYER: The Department of Trade and Industry - South Africa						TYPE OF BUSINESS: Government
ADDRESS OF EMPLOYER:						NAME OF SUPERVISOR: Ms Niki Kriger
						NO AND KIND OF EMPLOYEES SUPERVISED BY YOU: 10 – Legal and Administrative

DESCRIPTION OF YOUR DUTIES

Marumo Nkomo currently serves as Director-Legal: International Trade and Economic Development at the the dti in South Africa and Adjunct Senior Lecturer at UCT.

At the dti, he provides leadership on legal issues pertaining to international trade and investment relations with South Africa's trade partners. Two significant projects that I lead are South Africa's engagement in the competition regulation, cross boarder investment and intellectual property aspects (Phase II) of the tripartite free trade area (TFTA) negotiations as well as the development of South Africa's intellectual property policy. He has been entrusted with acting as Chief Director - Trade Negotiations in my Chief Director's absence.

In his adjunct role, Marumo works in the law faculty at the University of Cape Town (UCT) where he has taught and conducted research in fields such as intellectual property, international trade and regional integration in Africa. Marumo also serves on the editorial board of the SADC Law Journal. In his adjubet role, Marumo also conducts academic research and consulting.

B. PREVIOUS FUNCTION (IN REVERSE ORDER)

FROM		TO		SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:	
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL				
NAME OF EMPLOYER:				TYPE OF BUSINESS:			
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:			
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:		REASON FOR LEAVING:	
DESCRIPTION OF YOUR DUTIES							
FROM		TO		SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:	
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL				
NAME OF EMPLOYER:				TYPE OF BUSINESS:			
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:			
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:		REASON FOR LEAVING:	
DESCRIPTION OF YOUR DUTIES							
FROM		TO		SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:	
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL				
NAME OF EMPLOYER:				TYPE OF BUSINESS:			
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:			
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:		REASON FOR LEAVING:	
DESCRIPTION OF YOUR DUTIES							
FROM		TO		SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:	
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL				
NAME OF EMPLOYER:				TYPE OF BUSINESS:			
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:			
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:		REASON FOR LEAVING:	
DESCRIPTION OF YOUR DUTIES							

FROM		TO		SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL			
NAME OF EMPLOYER:				TYPE OF BUSINESS:		
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:		
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:		REASON FOR LEAVING:

DESCRIPTION OF YOUR DUTIES

FROM		TO		SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL			
NAME OF EMPLOYER:				TYPE OF BUSINESS:		
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:		
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:		REASON FOR LEAVING:

DESCRIPTION OF YOUR DUTIES

FROM		TO		SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL			
NAME OF EMPLOYER:				TYPE OF BUSINESS:		
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:		
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:		REASON FOR LEAVING:

DESCRIPTION OF YOUR DUTIES

FROM		TO		SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL			
NAME OF EMPLOYER:				TYPE OF BUSINESS:		
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:		
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:		REASON FOR LEAVING:

DESCRIPTION OF YOUR DUTIES

24. DO YOU HAVE ANY OBJECTIONS TO OUR MAKING ENQUIRIES OF YOUR PRESENT EMPLOYER? YES NO

25. ARE YOU NOW, OR HAVE YOU EVER BEEN A PERMANENT CIVIL SERVANT IN YOUR GOVERNMENT'S EMPLOY? YES NO
 If answer if "yes", WHEN?

26. REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.
 Do not repeat names of supervisors listed in item 24.

FULL NAME	FULL ADDRESS	BUSINESS OR OCCUPATION
Dr Tracy Gutuza	University of Cape Town, South Africa	Academia
Dr Edward Kwakwa	World Intellectual Property Organization, Geneva	Legal
Prof Loretta Ferris	University of Cape Town, South Africa	Academia

27. STATE ANY OTHER RELEVANT FACTS IN SUPPORT OF YOUR APPLICATION, INCLUDE INFORMATION REGARDING ANY RESIDENCE OUTSIDE THE COUNTRY OF YOUR NATIONALITY.

28. HAVE YOU BEEN ARRESTED, INDICTED, OR SUMMONED INTO COURT AS A DEFENDANT IN A CRIMINAL PROCEEDING, OR CONVICTED, FINED OR IMPRISONED FOR THE VIOLATION OF ANY LAW (excluding minor traffic violations)? YES NO
 If "yes", give full particulars of each case in an attached statement.

29. I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: 03/01/2017

SIGNATURE:



NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.