



Service Contract

Service Contract No: 2015-273-01

UNITED NATIONS DEVELOPMENT PROGRAMME

In
SOMALIA

MEMORANDUM OF CONTRACT MADE between the United Nations Development Programme (UNDP), a subsidiary organ of the United Nations, an international organization established by treaty, **Mr. Salah Mukhtar Dahir** hereinafter referred to as "the Subscriber") whose address is: **Mogadishu, Somalia**.

WHEREAS UNDP, being part of the United Nations, is not subject to national legislation relating to personnel matters. Therefore, this Contract spells out all conditions of service of the Subscriber.

NOW, therefore, UNDP and the Subscriber (hereinafter collectively the "Parties") agree as follows:

1. DURATION OF CONTRACT

This Contract will come into effect on 14th September 2015 and expire on 13th September 2016, subject to the provisions in paragraph 9 below.

This Contract carries no expectation of renewal.

2. TERMS OF REFERENCE

The Subscriber agrees to the terms of reference as set forth in Annex "A" (TOR) to this Contract, and shall report to the UNDP Project Manager, JPLG identified in Annex A.

DUTIES

Monitoring and Evaluation Officer
Level

Duty Station

Mogadishu
SC10

3. STATUS, RIGHTS AND OBLIGATIONS OF THE SUBSCRIBER

The Subscriber serves in a personal capacity and not as representative of a Government or of any other authority external to the United Nations. The Subscriber is neither a "staff member" under the Staff Regulations of the United Nations nor an "official" for the purpose of the Convention of 13 February 1946 on the privileges and immunities of the United Nations. The Subscriber may, however, be given the status of "experts on mission" in the sense of Section 22 of Article VI of the Convention. The Subscriber recognizes and accepts the fact that the terms of engagement as set forth in this Contract are different from those that apply to UNDP staff members under the Staff Regulations and Rules. The rights and obligations of the Subscriber are strictly limited to the terms and conditions of this Contract. Accordingly, the Subscriber is not entitled to any benefit, payment, subsidy or compensation from UNDP, except as expressly provided in this Contract.

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4. REMUNERATION

As full consideration for the services performed by the Subscriber under the terms of this Contract, UNDP will pay the amount of US\$: 2, 430.00 (US Dollars: Two Thousand Four Hundred and Thirty Only). In addition a lump sum pension payment of: US\$: 202.41 (8.33% of base salary) in accordance with the payment schedule identified in Annex A. The payment is all inclusive of a base monthly remuneration plus a lump sum in lieu of UNDP's contribution towards pension benefit, as further described in Clause 6 below. In addition to the payment, UNDP also contributes towards health insurance and Life, Death and Disability, as expressly provided in Clause 6. No other remuneration, benefits, compensation or subsidy will be paid under this Contract, except that in the case of official travel, daily subsistence allowance will be paid to the Subscriber by UNDP on the basis of rates established for this purpose.

5. ANNUAL LEAVE, SICK LEAVE, HOLIDAYS AND HOURS OF WORK

The relevant conditions are specified in Annex "B" of this Contract, attached hereto.

6. SOCIAL SECURITY

In addition to the payment in paragraph 4 above, UNDP provides medical insurance and pension coverage as follows:

(A) Medical Insurance: UNDP provides coverage for the Subscriber and pays the full premium through Van Breda. The details of the coverage provided are available from the Responsible Officer in the UNDP Office.

(B) Pension benefit: UNDP's obligations are limited solely to providing a lump sum calculated on the basis of 8.33% of the base monthly remuneration, excluding payments in lieu of social security coverage, hazard allowance and performance bonus, if applicable. This lump sum is included in the total remuneration mentioned in paragraph 4 above, in lieu of direct contributions to a pension scheme. The Subscriber accepts this amount and the terms related there, in lieu of pension, as reflected in the No Contest Letter signed by the Subscriber on 12/09/2015, and attached to this Contract.

Further information is provided in the attached Conditions of Service, Annex B.

7. INCOME TAX

The Subscriber is solely responsible for all taxation or other assessments on all remuneration derived from UNDP. UNDP will not make any withholding from payments for the purposes of income tax. UNDP is exempt from any liabilities regarding taxation and will not reimburse any such taxation to the Subscriber. UNDP reserves the right to request proof of payment of taxes by the Subscriber.

8. COMPENSATION FOR INJURY, DISABILITY OR DEATH

In the event of injury, disability or death during the period of service which may be attributable to the performance of services under the terms of this Contract, the Subscriber is covered through "a global policy subscribed by UNDP, in the name of UNDP," and will be entitled to compensation only as set forth in the policy, which may be subject to change. In addition, the Subscriber may also be covered by the Malicious Acts Insurance Policy (MAIP) if the services are performed at a hazardous duty station as defined by the United Nations or if the Subscriber is requested to travel to a hazardous duty station as part of the services, and subject to compliance with the relevant security instructions in the MAIP, a copy of which has been

made available to the Subscriber upon signature of this Contract. Further information is provided in the attached Conditions of Service, Annex B of this Contract.

9. TERMINATION

Either party may terminate this Contract at any time, upon fourteen (14) calendar days' written notice to the other party. In the event of notice of termination, the Subscriber shall take immediate steps to bring the services to a prompt and orderly conclusion, including return of UNDP equipment and files, if any. In the event of termination, the obligations of the Parties will cease, except as otherwise expressly provided. In the event of termination by UNDP, the Subscriber will only be entitled to reasonable compensation, equivalent to one week of gross salary for each unexpired month of the Contract or portion thereof, remaining after the date of termination, unless such termination is the result of the Subscriber's improper conduct or violation of any term of this Contract, in which case the Subscriber will not be entitled to either a period of notice or other compensation.

10. DESIGNATION OF BENEFICIARY

The Subscriber has designated ISWINA USMAN AHMED whose addresses are Garson & Gulkafa as his beneficiary for all amounts outstanding to the Subscriber's credit under the terms of the Contract in the event of the Subscriber's death, to the extent that such amounts can legally be awarded to this person under the laws of the country.

11. TITLE RIGHTS

The title rights, copyrights and all other rights of whatsoever nature in any material produced under the provisions of this Contract will be vested exclusively in UNDP.

12. UNPUBLISHED AND CONFIDENTIAL INFORMATION

The Subscriber will not communicate to any person, government, or other entity external to UNDP any unpublished or otherwise confidential information made known to the Subscriber by reason of performing his/her duties under the terms of this Contract, except as required by the assignment or upon authorization by UNDP. This provision will survive the expiration or termination of the Contract.

13. DISCLOSURE

The Subscriber must disclose to UNDP any business or professional employment or other activity in which s/he may be engaged prior to or at any time in the course of the present Contract. These activities may not be incompatible with the performance of services called for in this Contract nor represent a real or perceived conflict of interest. The Resident Representative or official with delegation of authority shall make the final decision as to the compatibility of such activities with the services under this Contract.

14. STANDARDS OF CONDUCT

The Subscriber must conduct himself/herself at all times in accordance with the standard of conduct set forth in this Contract and ST/SGB/2002/9, issued by the Secretary-General of the United Nations, a copy of which has been provided to the Subscriber upon signature of this Contract. In particular, the Subscriber must conduct himself/herself with the fullest regard for the purposes and principles of the United Nations and its Specialized Agencies, and in a manner befitting his/her relationship with the United Nations, including UNDP, under the Contract. The Subscriber may not engage in any activity that is incompatible with those purposes and principles or the discharge of his/her duties with the Government, or that represents a real or perceived conflict of interest as set out in paragraph 13 above and ST/SGB/2002/9. He/she will avoid any action and in particular any kind of public pronouncement which may adversely reflect on that relationship, or on the integrity, independence and impartiality which is required by that

relationship. While the Subscriber is not expected to give up any national sentiments or political and religious convictions, he/she will at all times bear in mind the reserve and tact required by reason of his/her relationship with the United Nations, including UNDP, and its Specialized Agencies and the Government.

The Subscriber will not accept any favour, gift or remuneration from any source external to the United Nations without first obtaining approval from the Secretary-General of the United Nations or the Administrator of UNDP.

15. SETTLEMENT OF DISPUTES

Any claim or dispute between the Parties relating to the interpretation or execution of the present Contract, or the termination thereof, which cannot be settled amicably will be settled by binding arbitration, under the UNCITRAL Arbitration Rules. Binding arbitration must in all cases be preceded by a conciliatory procedure under UNCITRAL Conciliation Rules.

16. PRIVILEGES AND IMMUNITIES OF UNDP

Nothing in this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP, accorded to the United Nations pursuant to the Convention on the Privileges and Immunities of the United Nations or otherwise.

I have read and understood the details of this Contract and its annexes (Annex A – Terms of Reference and Annex B – Conditions of Service).



By: **Sukhrob Khojimatov**
Deputy Country Director - Operations
(On behalf of the United Nations Development Programme)



By: **Salah Mukhtar Dahir**
Subscriber

Date: 11/09/15

Date: 12/09/2015

EMERGENCY CONTACT	ISWINA OSMAN AHMED	RELATIONSHIP	PHONE NO.
ADDRESS	Garsonbranch 2, Galkato, Somalia.		
		WIFE	0957565348

SERVICE CONTRACT CONDITIONS OF SERVICE

The following is a summary outline of the main conditions of service under the Contract with UNDP. This is provided as an overview. For further description of the rules governing the administration of these benefits, as well as of the duties, responsibilities and expected conduct of an individual engaged by UNDP, the UNDP Office may be contacted.

1. Status

The Subscriber is not a staff member of the UNDP (or other UN agency), and is not covered by the UN Staff Regulations and Rules. The Subscriber may be given the status of 'expert on mission' in the sense of Section 22 of Article VI of the Convention on the Privileges and Immunities of the United Nations. **In such event, the Subscriber will be considered to have functional immunity as required to perform his/her contractual obligations, in terms of words spoken or written and acts done, in direct compliance with his/her official duties.**

2. Remuneration

Pay is expressed and payable in a lump-sum each month. It is established on the basis of the level of responsibility of the assignment, and the experience and competencies of the individual engaged in relation to the local labour market.

- a) The pay is agreed upon, by the individual and the managing unit, at the outset of the assignment, at the time of formalizing the Contract. It is not normally adjusted in the course of the contract period. However, the UNDP Office may make an adjustment if warranted by local conditions.
- b) The remuneration may be reviewed on the occasion of an extension of the Contract, if warranted, although there is no obligation to do so.
- c) The remuneration under the Contract is through a lump sum cash approach, without additional allowances for elements such as children, spouse, educational assistance, language allowance.

3. Duration of service

The Contract is issued without any expectancy of extension or renewal. However, if an extension is mutually agreed upon, an additional period (or periods) of up to one year may be approved.

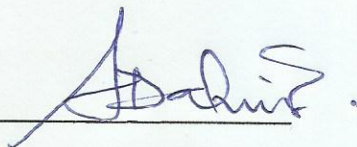
4. Non-pay conditions

There are a number of conditions and some benefits which are provided as part of the Contract, which constitute a set of working and social conditions which are appropriate for UNDP. These are described below:

- a) **Medical clearance:** This Contract is subject to satisfactory medical clearance by the designated UN examining physician or other physician recognized by the UNDP Office.
- b) **Hours of work** are per the established UNDP working-hours in the office to which the Subscriber is assigned. Overtime, if applicable, is paid at a rate based on the local labour market. Where local practice favors compensatory time off, subject to exigencies of service, overtime shall be compensated on the basis of one and half the normal rate or may be compensated for through a corresponding period of paid time off from work. The compensatory time off must be utilized within four months following the month in which the overtime work is done, otherwise it is forfeited. The overtime pay applies to support level personnel only.

- c) **National/public holidays** will be those observed by the UNDP Office in the country. These holidays are the ten (10) official holidays per year as declared by the UN.
- d) **Annual leave (vacation)** will be accrued at two and a half (2.5) days for each completed month of work. All annual leave must be taken within the period of the Contract. However, in case of a Contract extension, the Subscriber is allowed to carry over an accumulated annual leave to a maximum of 18 days. Unused leave at the end of service is not commutable to cash.
- e) **Sick leave:** Paid sick leave is 1 day for per month of work (maximum 12 days in a year). Any absence of more than three consecutive working days must be supported by a medical certificate. Also after three uncertified sick leave days in any six-month period, medical certification is required. Unused sick leave at the end of the Contract cannot be converted into a cash payment.
- f) **Maternity leave:** Paid maternity leave is 16 weeks at full pay, as per UNDP standard. A certificate from a duly qualified physician indicating estimated date of confinement and "fitness" to work must be submitted. The maternity leave must fall within and be taken during the contract period.
- g) **Paternity leave:** Paid paternity leave is 4 weeks at full pay. The paternity leave is limited to once a year and the Subscriber must have had at least 6 months of service with UNDP at the time of the birth of the child. The paternity leave must fall within and be taken during the Contract period.
- h) **Medical Insurance:** UNDP arranges a medical scheme and makes the appropriate payments directly to such schemes. Such arrangements fulfill UNDP's obligations towards medical security for the Subscriber and UNDP is exempt from any other liabilities regarding national medical security.
- i) **Death and disability coverage:** To protect the Subscriber and their family in the event of the subscriber's injury, disability or death while under contract with UNDP, and attributable to the performance of the services, coverage has been arranged through a group insurance policy at no cost to the Subscriber. Specifics are available through the UNDP Office.

Subscriber's signature: _____



Date: _____

12/09/2015