UNITED NATIONS DEVELOPMENT PROGRAMME



No. 017/2013

Contract for the services of an Individual Contractor

PROJECT MANAGEMENT SPECIALIST

This Contract is entered into on 19th March 2013 between the United Nations Development Programme (hereinafter referred to as "UNDP") and Ms. Denise Dauphinais (hereinafter referred to as "the Individual Contractor") whose address is:

Denise Dauphinais, 332 Channing Street, NE. Washington, DC 20002 Email:dkdauphinais@gmail.com Phone No. (202) 316-8136

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 References which form an integral part of this Contract and are attached hereto as Annex I in the following Duty Station(s): Dar es Salaam.

2. Duration

This Individual Contract shall commence on 2nd April 2013, and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than 1st August 2013, (including travel days) 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, including, unless otherwise specified, 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\$ 84,053.44 in accordance with the table set forth below. Payments shall be made upon certification by Government and 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.

DELIVERABLE	AMOUNT IN US\$
Consultancy fee at \$650 per day	56,333.44
DSA(1 st 60 days)	15,840.00
DSA (at ½ DSM DSA rate)	7,920.00
Medical insurance	3,960.00
Total Amount for 4 Months	84,053.44

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).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(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.

5. Beneficiary

The Individual Contractor selects Michelle 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

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 beneficiary:

1415 Black OAKS PLN PLYMOUTH, MN 55447 USA 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:

INDIVIDUAL CONTRACTOR:

United Nations Development Programme (UNDP)

Mr. Albéric Kacou Resident Representative

Date: <u>28/3/2013</u>

Ms. Denise Bauphinais Consultant

Date: 1 April 2013