

# Individual Contractor Agreement: 2013/LICA-SP/38507

Between the United Nations Office for Project Services (hereinafter referred to as "UNOPS") and Olivier BOUYER (hereinafter referred to as the "Individual Contractor") whose address is:

Address:

6 Rue De Panama

75018 Paris

France

Phone:

33666499531

Email:

o.bouyer@salvaterra.fr

UNOPS and the Individual Contractor shall also be referred to as the "Parties."

Notices sent to the above e-mail address shall be deemed to have been received by the Individual Contractor on the day it was sent.

#### 1. CONTRACT DOCUMENTS

- 1.1 This Individual Contractor Agreement (hereinafter referred to as "Agreement") shall be constituted of the following documents, which shall take precedence over one another in case of conflict in the following order:
  - (i) This document (which shall have the highest precedence);
  - (ii) Annex A: Terms and Conditions of UNOPS Individual Contractor Agreement; and
  - (iii) Annex B: Terms of Reference
- 1.2 This Agreement supersedes the contents of any negotiations and/or prior agreements, whether oral or in writing, pertaining to the subject of this Agreement.

# 2. INDIVIDUAL CONTRACTOR TO PROVIDE DOCUMENTS SPECIFIED BY UNOPS

No legally-binding contract shall come into existence until the Individual Contractor provides to UNOPS:

- (i) all documents specified in the UNOPS communication forwarding this document for the Individual Contractor's signature; and
- (ii) a copy of this document duly signed by the Individual Contractor.

UNOPS reserves the right to withdraw this document at any time before a legally-binding contract comes into existence.

#### 3. DURATION OF AGREEMENT

- 3.1 Subject to article 3.2 below, this Agreement shall expire without prior notice upon satisfactory completion of the Services (as defined below), unless sooner terminated under the terms and conditions of this Agreement.
- 3.2 The Individual Contractor must complete the Services by 31-May-2013. If the Individual Contractor fails to do so, this Agreement shall be automatically terminated at the end of said date, without prejudice to UNOPS' right to compensation for said failure.
- 3.3 This Agreement carries no expectation of renewal or of conversion to any other type of contract in any activity of UNOPS or any other UN organization.

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None.

## iv. Week-ends/ holidays

The Individual Contractor is not required to work during week-ends and UN official holidays.

v. The Individual Contractor's eligibility for overtime compensation is as follows:

Not applicable.

#### **INSURANCE PROVISIONS**

vi. Service-Incurred Injury, Illness and Death

The Individual Contractor shall not be covered by UNOPS against injury, illness and death, except when travelling pursuant to the Agreement and when performing the Services at a UNOPS office or work location (in which cases the Individual Contractor shall be covered under a UNOPS compensation scheme and the payments under said scheme shall be the Individual Contractor's sole compensation in respect of injury, illness and death during such travel or performance).

#### vii. Malicious Acts

The Individual Contractor shall not be covered by UNOPS against disability and death resulting from malicious acts, except when travelling pursuant to the Agreement and when performing the Services at a UNOPS office or work location (in which cases the Individual Contractor shall be covered under a UNOPS compensation scheme as long as the Individual Contractor (i) complies with all security directives and any other relevant policies, procedures and administrative issuances and (ii) is on official UNOPS business).

#### viii. Health Insurance

Health insurance is not provided by UNOPS. The Individual Contractor is responsible for obtaining adequate health insurance for the entire duration of the contract.

## 7. SPECIAL CONDITIONS

7.1 The following Special Conditions shall apply notwithstanding any other provision in this Agreement:

Additional Conditions:

Lump sum payable as per the following deliverables:

- 1) Analytical report compiling information and analysis gathered, and proposing a framework \$9,000
- 2) A work plan for follow up of the work stream \$2,000
- 3) A document providing recommendations and/or framework guidelines that can be integrated into REDD+ strategy \$2,000

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On behalf of UNOPS Executive Director

138925

Milana ISAKOVA

Liliana IZQUIERDO

Petrina Marcel, GOMEZ

Atlas Vendor ID:

Requesting Officer:

Validating Officer:

Processing Officer:

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Travel Notes:
Operational Arrangements:
8. MEDICAL CERTIFICATION AND INDIVIDUAL CONTRACTOR'S ACKNOWLEDGEMENT
8.1 Unless expressly provided otherwise in the Special Conditions above. The Individual Contractor solely responsible for receiving clearance from a medical doctor to provide the Services (and also for an travel required to provide the Services). The clearance shall include confirmation that the Individual Contractor has had the appropriate inoculations for any country/countries to which the Individual Contractor is to travel. By signing this Agreement, the Individual Contractor confirms having receive such clearance. The Individual Contractor hereby agrees to indemnify UNOPS in respect of any claims liabilities, losses and expenses, including the cost of any medical evacuations that result from an breach of the foregoing by the Individual Contractor.
The Individual Contractor acknowledges that he/she has read, and agrees to, the terms and condition of this document, Annex A (Terms and Conditions of UNOPS Individual Contractor Agreement) and Annex B (Terms of Reference).
As Asim
Francis RONQUILLO Olivier BOUYER Chief – Development Group, North America Office

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