

CONDITIONS OF SERVICE - CONSULTANTS

1. STATUS OF CONSULTANT

The consultant shall be considered as having the legal status of an independent contractor and as being an expert on Mission for the purpose of the Convention on the Privileges and immunities of the United Nations. The consultant shall not be considered in any respect as being a staff member of the United Nations or of UNWOMEN.

2. RIGHTS AND OBLIGATIONS OF THE CONSULTANT

a. The rights and obligations of the consultant are strictly limited to terms and conditions of this contract. Accordingly, the consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this contract.

b. The consultant shall be solely liable for claims by third parties arising from the consultant's own negligent acts or omissions in the course of performing this contract and under no circumstances shall UNWOMEN be held liable for such claims by third parties.

c. The title rights copyrights and all other rights of whatsoever nature in any material produced under the provisions of this contract shall be vested exclusively in UNWOMEN.

3. UNPUBLISHED INFORMATION

a. The consultant shall not communicate with any person, government, or other entity external to UNWOMEN any unpublished information made known to the consultant by reason of his or her association with UNWOMEN except as required by this contract or upon written authorization by UNWOMEN

b. The consultant shall not advertise or publicize his or her association with UNWOMEN under this contract, nor shall the name, emblem, or official seal of UNWOMEN be used for business or professional purposes or otherwise without the prior written approval of UNWOMEN. This provision shall survive the expiration or termination of this contract.

4. TERMINATION

a. Either party may terminate this contract at any time by giving the other party five days' notice, in the case of contracts for a total duration of less than two months, and fourteen days in the case of contracts for a longer period, unless some other period of notice is specified on the front side of this contract, in which case that period of notice will prevail. In the event of such termination, the consultant shall be compensated for the actual amount of work performed to the satisfaction of UNWOMEN on a pro rata basis.

b. UNWOMEN shall have the right to withhold a reasonable amount of payment due to the consultant if UNWOMEN has to incur additional costs resulting from termination of this contract by the consultant in a manner contrary to the preceding subsection, or from failure by the consultant to complete the terms of this contract to the satisfaction of UNWOMEN.

5. TRAVEL

If consultants are required by UNWOMEN to travel beyond commuting distance from their usual place of residence, UNWOMEN will provide an airline ticket, or if not, the consultant will be entitled to reimbursement of airfare for UNWOMEN authorized travel, upon presentation of used airline stubs in an amount not to exceed the economy class fare or excursion fare, if applicable. For UNWOMEN authorized travel, the consultant will receive a daily subsistence allowance at United Nations authorized rates when traveling. Other necessary travel related expenses may be reimbursable on the basis of UNWOMEN's current practice and authorized rates.

6. COMPENSATION FOR SERVICE-INCURRED INJURY

a. In the event of death, injury or illness attributable to the performance of services on behalf of UNWOMEN under the terms of this contract, the consultant shall be entitled to compensation equivalent to the compensation which would be payable under Appendix D to the Staff Rules of the United Nations to a staff member of the United Nations of similar rank, but not higher than the rank of Director, such compensation to be determined by UNWOMEN on the basis of those Staff Rules.

b. The provisions of the preceding subsection shall not apply if the consultant is not required by UNWOMEN to undertake travel on mission under this contract.

c. In all circumstances the consultant shall be responsible to take out, at his or her own expense, medical insurance covering the period of this contract as the consultant may consider advisable.

d. No compensation shall be payable under this paragraph unless the required medical certificate of good health is received by UNWOMEN prior to the consultant's departure on assignment.

7. ARBITRATION

Any dispute arising out of or in connection with this contract shall be submitted to arbitration in New York by a single arbitrator agreed to by both parties. If attempts at settlement by negotiation will have failed. If the parties are unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. Failing such agreement, each party may request the appointment of the third arbitrator by the President of the United Nations Administrative Tribunal. The arbitrator(s) shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

8. TAXATION

No statement of earnings will be issued by UNWOMEN to the consultant. The consultant is responsible for any taxes levied on the monies received under this contract.

9. OTHER PROVISIONS

a. If the consultant is not required to travel abroad payment will be made in the currency of the country of his/her usual residence. If the consultant is required to travel outside of the country of his/her usual residence payment may be made in another currency. In accordance with the above please provide UNWOMEN in the Certification of Payment Form, the complete banking details to effect payment.

b. Bank charges related to any payment are the responsibility of the consultant.