

Unicef Standard Terms And Conditions

1. LEGAL STATUS

Individuals engaged under a consultant contract serve in a personal capacity and not as representatives of a Government or of any other authority external to the United Nations. They are neither "staff members" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor "officials" for the purpose of the Convention of 13 February 1946 on the privileges and immunities of the United Nations. Consultants may, however, be given the status of "experts on mission" in the sense of Section 22 of Article VI of the Convention. If they are required to travel on behalf of the United Nations, they may be given a United Nations certification in accordance with Section 26 of Article VII of the Convention.

2. OBLIGATIONS

Consultants shall have the duty to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the services to be performed for UNICEF from any Government or from any authority external to the United Nations. During their period of service for UNICEF, consultants shall refrain from any conduct that would adversely reflect on the United Nations or UNICEF and shall not engage in any activity that is incompatible with the discharge of their duties with the Organization. Consultants are required to exercise the utmost discretion in all matters of official business of the Organization. In particular, but without limiting the foregoing, consultants are expected to conduct themselves in a manner consistent with the Standards of Conduct in the International Civil Service. Consultants are to comply with the UNICEF Standards of Electronic Conduct and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse, both of which are incorporated by reference into the contract between the consultants and UNICEF. Unless otherwise authorized by the appropriate official in the office concerned, consultants shall not communicate at any time to the media or to any institution, person, Government or other authority external to UNICEF any information that has not been made public and which has become known to them by reason of their association with the United Nations. The consultant may not use such information without the written authorization of UNICEF. Nor shall the consultant use such information for private advantage. These obligations do not lapse upon cessation of service with UNICEF.

3. TITLE RIGHTS

UNICEF shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the Organization by the consultant. At the request of UNICEF, the consultant shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

4. TRAVEL

If consultants are required by UNICEF to travel beyond commuting distance from their usual place of residence, such travel at the expense of UNICEF shall be governed by conditions equivalent to the relevant provisions of the 100 series of the United Nations Staff Rules (Chapter VII) and relevant UNICEF policies and procedures. Travel by air by the most direct and economical route is the normal mode for travel at the expense of UNICEF. Such travel will be by business class if the journey is nine hours or longer, and by economy class if the journey is less than nine hours, and first class by rail.

5. MEDICAL CLEARANCE

Consultants expected to work in any office of the Organization shall be required to submit a statement of good health prior to commencement of work and to take full responsibility for the accuracy of that statement, including confirmation that they have been fully informed regarding inoculations required for the country or countries to which travel is authorized.

6. INSURANCE

Consultants are fully responsible for arranging, at their own expense, such life, health and other forms of insurance covering the period of their services on behalf of UNICEF as they consider appropriate. Consultants are not eligible to participate in the life or health insurance schemes available to United Nations staff members. The responsibility of the United Nations and UNICEF is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

7. SERVICE INCURRED DEATH, INJURY OR ILLNESS

Consultants who are authorized to travel at UNICEF's expense or who are required under the contract to perform their services in a United Nations or UNICEF office, or their dependants as appropriate, shall be entitled in the event of death, injury or illness attributable to the performance of services on behalf of UNICEF while in travel status or while working in an office of the Organization on official UNICEF business to compensation equivalent to the compensation which, under Appendix D to the United Nations Staff Rules (ST/SGB/Staff Rules/Appendix D/Rev.1 and Amend.1), would be payable to a staff member at step V of the First Officer (P-4) level of the Professional category.

8. ARBITRATION

Any dispute arising out of or, in connexion with, this contract shall, if attempts at settlement by negotiation have failed, be submitted to arbitration in New York by a single arbitrator agreed to by both parties. Should the parties be 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, either party may request the appointment of the third arbitrator by the President of the United Nations Administrative Tribunal. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

9. TERMINATION OF CONTRACT

This contract may be terminated by either party before the expiry date of the contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period; provided however that in the event of termination on the grounds of misconduct by the consultant, UNICEF shall be entitled to terminate the contract without notice.

In the event of the contract being terminated prior to its due expiry date in this way, the consultant shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNICEF. Additional costs incurred by the United Nations resulting from the termination of the contract by the consultant may be withheld from any amount otherwise due to the consultant from UNICEF.

10. TAXATION

The United Nations and UNICEF undertake no liability for taxes, duty or other contribution payable by the consultant on payments made under this contract. No statement of earnings will be issued by the United Nations or UNICEF to the consultant.

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11. OTHER PROVISIONS