CONDITIONS OF SERVICE FOR CONSULTANTS

1. LEGAL STATUS
The consultant shall have the legal status of an independent contractor vis-à-vis the United Nations Entity for Gender Equality and the Empowerment of Women (UN-Women), and shall not be regarded, for any purposes, as being either a staff member of UN-Women, under Staff Rules and Staff Regulations of the United Nations, or an official of UN-Women, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946. Accordingly, nothing within or relating to the contract shall establish the relationship of employer and employee, or of principal and agent, between UN-Women and the consultant. The officials, representatives, employees or subcontractors of UN-Women and of the consultant, if any, shall not be considered in any respect as being the employees or agents of the other, and UN-Women and the consultant shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

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 UNPUBLISHED INFORMATION
a. The consultant shall not communicate with any person, government, or other entity external to UNWOMEN any unpublished information made known to the consultant by reason of his or her association with UNWOMEN except as required by this contract or upon written authorization by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. DISPUTE RESOLUTION
Amicable settlement - UN-Women and the consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (UNCITRAL), or according to such other procedure as may be agreed between the parties in writing.
Arbitration- Any dispute, controversy or claim between the parties arising out of the contract, or the breach, termination or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

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.