

Twenty-eighth meeting of the Council
Abu Dhabi, 24-25 October 2024

Draft Policy on Individual Consultants

At its twenty-seventh meeting, the Council considered the Report of the Chair of the Administration and Finance Committee (AFC) on the Status of the consultations on the Break-in Service (C/27/4). The Council took note of the Proposal by the Chair of the Administration and Finance Committee on the Break in Service, contained in document C/27/CRP/2/Add.1, and agreed to the recommendations therein.

The Council also requested that the Secretariat presents a draft of the abovementioned Policy to the twenty-eighth Council, so that consideration of the Policy can inform the Council's recommendation on the Draft Decision on the break-in-service periods both for fixed-term appointments and for consultancies for final approval at the fifteenth session of the Assembly.

Accordingly, the Secretariat has prepared the Draft Policy on Individual Consultants for consideration by the Council at its twenty-eighth meeting.

Draft Directive (as of 30 September 2024)

Individual Consultants

Section 1

Purpose and scope

The purpose of this directive is to establish the conditions for engaging individual consultants in IRENA in accordance with Staff Regulation 5.6.

Section 2

Definition and use of individual consultants

2.1 The purpose of the individual consultancy is to enable the Agency to obtain professional services or specialized skills and expertise needed to support the delivery of its work programmes. The individual consultancy modality is normally temporary or limited in nature, supplements the Agency's staffing and adds value to the Agency's capacity. Individual consultants are independent contractors who (i) are engaged in an individual, non-staff capacity for a specified period usually linked to a clearly defined task and (ii) render consultative or advisory services or provide specialized skills, expertise, knowledge, or capacity not readily available in the Agency. Consultants may be used, for example, to:

- (a) Provide services, expertise or capacity not available in the Agency which are needed to complete the delivery of work programmes;
- (b) Conduct research, analysis and/or assessments or write reports on matters within their area of expertise as needed to supplement staff resources;
- (c) Provide ad hoc technical or senior advisory services;
- (d) Prepare documents for events, conferences or meetings;
- (e) Develop training material and/or deliver training courses and workshops;
- (f) Temporarily perform functions similar to those of a staff member when there is a short-term need to supplement existing staff resources during peak work periods or due to vacancies or extended absences of up to a maximum of nine months;
- (g) Provide professional services not performed by IRENA staff, normally on a per piece or retainer basis, for example, publishing, proofreading, editing, volume or unit-based deliverables.

2.2 In line with the principles of section 2.1 above, examples where it would not be appropriate to use consultants include, but are not limited to:

- (a) Functions that involve any of the following:

- (i) Supervising or managing staff;
 - (ii) Taking decisions affecting the status, rights and entitlements of Agency personnel;
 - (iii) Committing funds on behalf of IRENA;
 - (iv) Formulating the overall intention or direction of any policy, publication or documentation of the Agency, nor representing the Agency in any public fora;
 - (v) Holding certifying or approving authority; or
 - (vi) Duplicating the full functions performed by a staff member.
- (b) In the cases referred to in subparagraph 2.1(f) above, performing functions similar to those of a staff member for more than nine months;
- (c) Where there is a continuous or long-term (i.e. more than one year) requirement for the services or work being performed by a consultant on a full-time basis, in which case the creation of a staff post should be requested, where necessary, to be filled through the normal recruitment process.
- (d) Where a consultancy arrangement would be used as an alternative to the recruitment of an individual as a staff member against a vacant staff position.

Section 3

Conditions for Engagement of Individual Consultants

Duration

3.1 The duration of a consultancy contract should be the minimum necessary to deliver the assignment as set out in the terms of reference of the contract. Except for consultancies performing functions during peak work periods, or due to a staff absence or vacancy under section 2.1(f), the maximum duration of a single contract shall be 11 months. Upon completing a total of 11 months of service on a single contract, or a succession of contracts, within a 12-month period, a consultant shall be required to have a break in service of a minimum of one month before being re-engaged as a consultant. A consultant who has been engaged for a total of 44 months within a consecutive 48-month period shall be required to have a break in service of a minimum of six months before being eligible to be re-engaged as a consultant to perform the same or similar functions. In such instances, establishment of a staff post should be considered in line with section 2.2 (c) above. When a consultant is engaged on a retainer contract and paid on a daily basis for days of actual work, the maximum duration of service shall be 600 days of actual work in a 36-month period before being required to have a break in service of a minimum of 3 months before being eligible to be re-engaged as a consultant.

3.2 The maximum duration of a contract for a consultant engaged to perform functions similar to a staff member during peak workloads or during a staff absence or vacancy under section 2.1(f) is nine months.

Types of consultant contracts

3.3 The type of contract should be matched to both the expected type of deliverable and the respective time frame thereof as described in the table below.

Type of Contract	Details	Supporting Documents
Monthly	The consultant is paid the fixed amount specified in the contract on a monthly basis.	Payments must be supported by a duly completed monthly attendance sheet showing the actual number of days worked.
Invoiced	The consultant is paid on the actual number of days worked, which may vary from month to month based on the work assigned.	Payments must be supported by one of the following two options: (1) by filling out a duly completed monthly attendance sheet OR (2) by submitting an invoice showing the actual number of days worked.
Upon Delivery	The consultant is paid upon satisfactory delivery of services specified in the terms of reference.	Payments can be made in instalments upon completion of each deliverable OR at once upon completion of the entire assignment
Retainer	The consultant provides his/her service when asked by the hiring manager during the allotted period of time. Retainer has been widely used to engage Editors, Graphic Designers, Translators and Proof-readers.	Payments must be supported by a duly completed invoice showing the actual number of days worked.

Former personnel

3.4 Former personnel, including but not limited to former staff members, interns, Associate Professionals, Loaned Officers, may be engaged as consultants provided that the engagement does not adversely affect the career opportunities of serving staff. Except where provided for in section 2.1 (f), former personnel cannot be engaged as consultants to perform the same functions performed prior to their separation from service nor be engaged at a level higher than the level held at the time of separation.

3.5 Former personnel who have not reached the maximum length of service under staff rule 105.3 (b) or the Assembly Decision (A/7/DC/4) may be engaged as consultants after a minimum period of one month following their separation from service and provided that they meet all requirements including years of relevant experience. A former IRENA staff member who separated after reaching the maximum length of service under staff rule 105.3 (b) or the Assembly Decision (A/7/DC/4) shall be eligible to be engaged as a consultant after a minimum period of 9 months of their separation.

3.6 Former personnel of IRENA, or of a United Nations system organization or of any other entity who separated from service for poor performance or for misconduct, or who resigned

while under investigation for alleged misconduct, shall not be engaged as an individual consultant.

Family members

3.7 Individuals who are a mother, father, son, daughter, sister or brother of an IRENA staff member may only be considered for a consultancy if there are no equally qualified candidates and where there is no conflict or perceived conflict of interest. A spouse of an IRENA staff member may be engaged as a consultant provided that the spouse is fully qualified for the assignment and is selected through a selection process that includes advertisement of the assignment regardless of the value or duration of the consultancy. The engagement of any such family member on a consultancy contract is subject to prior approval of the Director-General in accordance with section 7.7 below.

3.8 A consultant having a family relationship to an IRENA staff member shall not be supervised by that staff member nor can that staff member be involved in any decision-making process relating to the consultancy or affecting the consultant.

Multiple projects and outside employment or activities

3.9 A consultant may have multiple projects from the same or different division(s) under one contract with IRENA. Where a consultant has multiple projects from different divisions, the hiring divisions should merge the terms of reference and the contract for the projects. Consultants are expected to disclose to the Human Resources Office any outside employment or activity in order for the Agency to determine whether such outside employment or activity is compatible with the purposes and principles of the Agency and with the proper discharge of the duties to be performed for the Agency.

Conflict of interest

3.10 Prior to accepting a consultancy with IRENA, an individual shall disclose to the Human Resources Office any actual, potential or apparent conflict of interest, as defined in the Code of Conduct, which shall be submitted to the Ethics Officer for review and advice.

Staff members on special leave without pay

3.11 Staff members of IRENA or another organization on special leave without pay continue to be subject to the staff regulations and rules of their hiring organization and may not be engaged as an individual consultant without the consent of the organization concerned.

Section 4
Budgetary requirements

Before requesting approval of a consultancy, hiring managers are responsible for ensuring the availability of funds for the entire duration of the proposed contract and that the budget requisition and reservation have been submitted and approved.

Section 5
Terms of Reference

5.1 The hiring manager requesting the services of a consultant must prepare detailed terms of reference for the consultancy. The terms of reference shall form part of the consultancy contract and will form the basis for advertising, determination of fees, selection and evaluation of the consultant. The terms of reference must clearly reflect the following:

- (a) Purpose, background and objective of the consultancy;
- (b) Scope of work, responsibilities, and activities to be undertaken;
- (c) Deliverables, which should be the tangible, quantifiable outputs;
- (d) Indicators of achievement (e.g. quantity, quality, timeframes of outputs), which will also be used for final evaluation;
- (e) Required qualifications, expertise, work experience and language skills, which will also serve as the criteria for selection.

5.2 In addition, the request should indicate the start and end dates of the consultancy contract, to whom the consultant will report, the location of the consultancy (e.g. remote or on IRENA premises), the proposed level of the consultancy, how the fee will be paid (daily, per piece, instalments, lump-sum etc.), whether the consultant is considered locally or internationally engaged, whether any official travel is required and any other relevant information.

5.3 As the terms of reference form part of the consultancy contract, any change in the terms of reference of a signed contract shall require an amendment to the contract as described in section 12 below.

Section 6

Determination of Fees

6.1 As a principle, the fees payable to a consultant should be the minimum amount necessary to obtain the required services. The determination of fees shall be based on the complexity and difficulty of the work, the degree of expertise required and the extent of the outputs to be delivered. When engaging a former staff member as a consultant, the previous salary should not determine the level of the fee. The primary consideration in determining the fee remains the complexity and difficulty of the work, the required expertise and the deliverables.

6.2 The hiring unit proposes the level of the consultancy in accordance with the guidelines established by the Human Resources Office (annex I). The corresponding consultancy rate or fees to be paid to a consultant will be validated by the Human Resources Office based on the guidelines.

6.3 Fees may be set on a daily basis for actual days worked or as a lump-sum amount. Fees may be made in instalments upon satisfactory delivery of outputs at specific time intervals, as certified by the hiring manager. Fees are expressed as a gross amount in US Dollars.

6.4 The total maximum amount of fees that an individual consultant can earn from IRENA during a 12-month period, whether on a single contract or multiple contracts, shall be calculated as follows: 11 months X maximum monthly rate at the corresponding level (ref: annex I).

Section 7

Selection of Consultants

Rosters

7.1 The Human Resources Office will develop and maintain a central roster of individuals recommended or selected as consultants following an application to a vacancy announcement. Divisions may also maintain their own rosters to meet their particular requirements and share the rosters with the Human Resources Office for inclusion in the central roster.

Selection process

7.2 Consultancies with a total value of over \$20,000 shall be advertised. Consultancies approved under section 7.8 that initially did not require advertisement but were subsequently amended under section 12.3(b) or 12.3(c) shall be re-submitted for approval of the Director-

General as a new request, with the appropriate break in service if required under section 3.1 or 3.2.

7.3 Advertising is not required, but is encouraged, for consultancy contracts of a total value of less than \$20,000. In this case, hiring managers may identify suitable candidates from the roster and conduct a technical evaluation of the candidates. However, should the contract be extended beyond the initial value of \$20,000 the consultancy should be advertised prior to awarding the extension. Similarly, should the same consultant be considered for a subsequent consultancy within a 12-month period, with the same division and within 6 months of completing the initial assignment, the subsequent consultancy should be advertised.

7.4 The hiring manager is required to prepare a consultancy vacancy announcement based on the terms of reference for the assignment and providing the necessary information as set out in paragraphs 5.1 and 5.2. The Human Resources Office will advertise the vacancy on its online platform for a minimum of seven working days.

7.5 The hiring manager may consider suitable candidates on a roster as well as candidates who applied to the vacancy. The hiring manager will conduct a technical evaluation of the candidates against the selection criteria indicated in the terms of reference and may also conduct interviews or review work samples. Following the technical evaluation, the hiring manager shall develop a shortlist of preferably three suitable candidates ranked in order of preference.

7.6 Regardless of whether a consultancy has been advertised or not, if fewer than three candidates were considered, a reasoned and documented explanation should be made.

Approval

7.7 The approval of the Director-General is required for the issuance of any consultancy contract in the following circumstances:

- (a) Contracts of a total value of over \$20,000;
- (b) Contracts of a duration of over six months, regardless of the total value of the contract;
- (c) Contracts of former IRENA staff members or of a spouse or family member of an IRENA staff member;
- (d) Senior level “no fee” or gratis contracts.

7.8 The Director-General has delegated authority to the Director of the Administration and Management Services to approve contracts for consultants, other than those in section 7.7, of six months or less with a total value not exceeding \$20,000.

7.9 Consideration should be given to engaging consultants on as wide a geographic basis as possible and taking into account gender balance.

Section 8

Contractual Terms and Conditions

General Conditions of Service

8.1 The Conditions of Service of Consultants (annex II) form part of the consultancy contract. The conditions apply to all consultants, regardless of the value of their contract, and may not be changed or modified without the approval of the Chief of the Human Resources Office, in consultation with the IRENA Legal Advisor. Consultants shall be provided with a copy of the IRENA code of conduct and of the IRENA Policy on Ethics and Conflict of Interest and shall sign a written acknowledgement of receipt, and understanding of, the IRENA code of conduct and the Policy on Ethics and Conflict of Interest.

8.2 Consultants shall not commence work or travel until the relevant contract has been duly approved, signed by both parties and returned to the Human Resources Office together with any required documents or certificates.

Legal Status

8.3 Individual consultants are independent contractors, and are not staff members under IRENA Staff Regulations and Staff Rules. They are, however, subject to the IRENA Code of Conduct annexed to the Staff Rules and incorporated by reference in their contract with IRENA, including the principles relating to integrity, professionalism and respect for diversity. Consultants serve in their individual capacity and not as a representative of a Government or of any other authority external to the Agency.

Travel

8.4 Where a consultancy contract involves travel, the consultant is required to submit a signed health statement form to confirm that he/she is medically fit to undertake travel and have obtained the appropriate immunizations recommended for the travel.

8.5 Where a consultant is required to travel on behalf of IRENA, travel should be authorized and arranged by the Agency with appropriate DSA in accordance with the Agency's travel policy. Where a consultant is locally contracted, no travel or DSA is applicable while at the duty station. Hiring Divisions may assist in obtaining the necessary travel arrangements including visas or entry permits at IRENA's expense.

8.6 As indicated in section 8.2 above, no travel shall be undertaken before the consultancy contract is signed by both parties and all required documentation is received by the Human Resources Office.

Facilities to be provided to consultants

8.7 As independent contractors, IRENA facilities and equipment are not normally provided to consultants. However, where consultants are required by their terms of reference to conduct their work on IRENA premises, consultants may be temporarily provided with an IRENA email account, office space, grounds pass, telephone, computer and access to information systems and data to the extent necessary to perform their functions. Consultants are responsible for the proper use and care of equipment provided by IRENA which should be used only for the purpose of performing the functions set out in the terms of reference. Consultants are also responsible for complying with IRENA policies relating to the use of information technology and communications equipment. Consultants are required to return their assets to the IRENA office of their duty station at the end of their contract or alternatively if not able to do so for any reason to ship it with full insurance at their own cost. Consultants' managers are responsible for ensuring that all equipment is returned upon completion of the consultancy contract.

8.8 Consultants working off-site are responsible for the cost of any equipment, supplies, internet access, telephone, software etc. required to perform their functions as per IRENA applicable standards. Consultants' managers are responsible for explicitly including in the terms of reference any specialized software and equipment required to perform the work. An IRENA email account may be provided if required to perform the functions indicated in the terms of reference of the contract. Consultants' managers are responsible for any misuse of the IRENA email account by the Consultants.

Leave, benefits and allowances

8.9 Consultants are not staff members and are not entitled to any paid leave, including annual leave, sick leave, special leave or official holidays, or any benefits, allowance, salary increments or other entitlements under the IRENA Staff Regulations and Rules.

Non-disclosure and access to information

8.10 As specified in the conditions of service of consultants in annex II, consultants may not communicate at any time to any other person, Government or authority external to IRENA any information known to them by reason of their association with IRENA which has not been made public, except in the course of their duties or by authorization of the Director-General or his/her designate; nor shall consultants at any time use such information to private advantage. These obligations do not lapse upon cessation of their service with IRENA.

8.11 Consultants shall not have access to confidential or sensitive information of the Agency nor to personal data of personnel of the Agency. Managers are responsible for ensuring that

any access to institutional data and information given to a consultant is limited to that required to achieve the objectives of the consultancy and, if disclosed, any such data would not negatively impact on the Agency's reputation, operations, finances or privacy of personnel.

Title rights

8.12 IRENA shall be entitled to all property rights, including intellectual property 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 IRENA by the consultant. At the request of IRENA, the consultant shall assist in securing such property rights and transferring them to IRENA in compliance with the requirements of the applicable law.

Section 9 **Exceptions**

9.1 Exceptions to this Directive require the prior approval of the Director-General. This includes, but is not limited to, waivers for advertising, exceptions to maximum duration of service (including the break in service) or determination of fees.

9.2 Requests for exceptions to this Directive must be submitted through the Human Resources Office with a reasoned and justified explanation for the exception, including the benefit, value and impact to the Agency. The Chief of Human Resources shall review the request to assess any policy and/or administrative-related risks associated with the exception and provide advice on any potential implications. The Director of Administration and Management shall submit the request for exception with his/her comments to the Director-General for decision. The Human Resources Office shall maintain a record of all exceptions approved by the Director-General for monitoring and reporting purposes.

Section 10 **Evaluation**

10.1 Upon completion of the consultancy contract, a final evaluation shall be completed by the hiring manager to assess the achievement of the goals as well as the quality and timeliness of the deliverables against the terms of reference. Completion of an evaluation must be made prior to re-engaging the same individual as a consultant.

10.2 Where a consultancy contract specifies that payment will be made in instalments, interim evaluations may be undertaken by the direct supervisor.

Section 11 **Payment**

11.1 Payment for services rendered by a consultant is subject to satisfactory completion of the deliverables set out in the terms of reference. Normally, payment is made as a lump sum

upon certification by the supervisor of the satisfactory completion of the deliverables. If the contract specifies that payment will be made in instalments, the payment of instalments should be directly linked with satisfactory deliverables at a specific time, as certified by the supervisor.

11.2 No payment shall be made to a consultant for work performed prior to the date of commencement specified in the consultancy contract or for work performed before the contract was signed by both parties.

11.3 In the event that a consultant's work is assessed as less than fully satisfactory, payments may be withheld or reduced.

11.4 The fees paid by IRENA are expressed in gross terms. Consultants are responsible for determining and paying their tax liabilities. IRENA does not reimburse consultants for any tax due on payments made by the Agency in connection with the consultancy. No statement of earnings will be issued by IRENA to the consultant.

11.5 As consultants are engaged on an individual basis, payment of fees will only be made to the consultant's personal bank account in his or her name.

Section 12

Termination and Amendment of Contract

Termination of contract

12.1 The consultancy contract may be terminated by either party before its expiry date by giving notice in writing to the other party. The period of notice shall be five days in case of agreements for a total period of less than two months and 14 days in case of agreements for a longer period.

12.2 IRENA may immediately terminate a contract, without a period of notice, for failure of a consultant to comply with the Agency's code of conduct.

Amendment of contract

12.3 The consultancy contract is a legally binding agreement between the consultant and the Agency. Amendments to a consultancy contract may be made with the agreement of both parties in the following circumstances:

- (a) The duration of a contract without any changes to the terms of reference may be extended where there are unforeseen delays or circumstances, provided that:
 - (i) there are no additional activities or changes to the terms of reference;
 - (ii) there is no change to the total value of the contract;
 - (iii) the delay was not caused by the poor performance of the consultant; and,

- (iv) the extension does not result in the consultant exceeding the maximum duration of service for a consultant set out in section 3.1 or 3.2 above;
 - (v) if the original contract was approved under section 7.8 above, the combined duration of the original and amended contracts does not exceed six months.
- (b) The terms of reference may be amended to include additional activities provided that:
- (i) the activities are in line with the original terms of reference;
 - (ii) the rate or the fee for the additional activities are the same to those of the original contract;
 - (iii) the duration of the original contract is unchanged;
 - (iv) there are sufficient funds available for the additional fees; and,
 - (v) if the contract was approved under section 7.8 above, the total combined value of the original and amended contracts does not exceed \$20,000.

12.4 Amendments to consultancy contracts shall be made prior to the expiry date of the contract. Amendments to consultancy contracts shall not be made where there are substantive changes to the terms of reference or deliverables or change in the rate or the fee. In such case, a new consultancy process shall be initiated in accordance with the present directive.

12.5 Requests for the amendment of a consultancy contract shall be forwarded to the Human Resources Office with an explanation for the amendment and justification for any additional fees. Where the original contract was approved under section 7.8 above, and the total combined value of the original and proposed amended contracts exceeds \$20,000 or a duration of six months, a new request shall be submitted in accordance with section 7.2 above.

Section 13

Knowledge management

13.1 In the interest of fostering the institutional knowledge of the Agency, hiring managers shall ensure that an appropriate method is in place to transfer the knowledge gained by the consultant in the performance of the functions set out in the terms of reference. Such methods could include, for example, submission of survey data, statistics, handover notes providing details of research and analysis undertaken in writing reports, detailed notes and documentation

on development of IT systems or programmes, preparation of standard operating procedures, or other appropriate methods.

13.2 The terms of reference for consultancy contracts of 11 months should include an output for transfer of knowledge in the terms of reference.

Section 14

Reporting and monitoring

Division Directors shall be required to provide information on the use of consultants in a manner and schedule as decided by the Director-General for planning, budgeting and monitoring purposes or as requested by the IRENA governing bodies.

Section 15

Roles and responsibilities

Annex III sets out the roles and responsibilities of those involved in the management of consultants.

Section 16

Effective date and final provisions

This directive shall be applicable to consultancy contracts issued on or after DD MM YYYY. The Human Resources Policy Manual shall be updated accordingly.

Annex I
Guidelines for Determination of Fees

Level	Education and Experience required as specified in the terms of reference	Equivalent Level of Expertise	Daily Rate in USD	Monthly rate in USD
First Level: Provides assistance and support	University degree with at least 2 to 4 years of relevant work experience	P-1 - P-2	195 – 275	4,200 – 6,000
Middle Level: Possesses analytical skills & knowledge of different methods & procedures; provides advice, guidance, counselling, planning &/or makes specific proposals	Advanced or university degree with at least 5-9 years of relevant work experience	P-3 – P-4	295 – 405	6,400 – 8,800
Senior Level: An advisory assignment bringing critical input to a project/programme or senior level responsibilities. Analyses complex issues or develops new methods or approaches, requiring identification & in-depth examination of technical factors. Provides solutions to technical problems or formulates policy proposals.	Advanced or university degree with at least 10-15 years of relevant work experience	P-5 – D-1	445 – 575	9,600 – 12,500
Executive Level: Used only in exceptional cases for an assignment providing authoritative advice on policy or strategic issues, likely to be unchanged & which will commit the Agency to a particular course of action. These issues will directly affect the operational of major projects, systems & programmes.	Advanced or university degree with over 15 years of highly specialized experience, considered an authority in their field	D-2 - ASG	585 – 715	12,700 – 15,500

Annex II

Conditions of Service Consultants

1. STATUS

The Consultant shall have the legal status of an independent contractor vis-à-vis IRENA and shall not be regarded for any purposes as being either a “staff member” of IRENA under the Staff Regulations and Staff Rules of IRENA, or an “official” of IRENA for purposes of any instrument granting privileges and immunities to IRENA.

2. OBLIGATIONS

The Consultant shall neither seek nor accept instructions regarding the services to be performed for IRENA from any Government or other authority external to IRENA. During the Contract period the Consultant may not engage in any activity that is incompatible with the discharge of his or her duties under the Contract. The Consultant is required to exercise the utmost discretion in all matters of official business of IRENA. The Consultant may not communicate at any time to any other person, government or authority external to IRENA any information known to him or her by reason of his or her association with IRENA which has not been made public, except in the course of his or her duties or by authorization of the Director-General or his/her designate; nor shall the Consultant at any time use such information to private advantage. These obligations of confidentiality do not lapse upon termination or expiration of the Contract.

3. TITLE RIGHTS

IRENA 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 IRENA by the Consultant. At the request of IRENA, the Consultant shall assist in securing such property rights

and transferring them to IRENA in compliance with the requirements of the applicable law.

4. **TERMINATION OF CONTRACT**

The Contract may be terminated by either party before its expiry date by giving notice in writing to the other party. The period of notice shall be five days in the case of a contract for a total period of less than two months and fourteen days in the case of a contract for a longer period. In the event of any termination of the Contract, upon receipt of notice of termination by IRENA, the Consultant shall, except as may be directed by IRENA in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner and, in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would have been required to be furnished to IRENA thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that IRENA may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Consultant and in which IRENA has or may be reasonably expected to acquire an interest. In the event of any termination of the Contract, IRENA shall only be liable to pay the Consultant compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of IRENA in accordance with the requirements of the Contract. Additional costs incurred by IRENA resulting from the termination of the Contract by the Consultant may be withheld from any amount otherwise due to the Consultant from IRENA.

5. **INSURANCE**

The Consultant is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance as he or she may consider to be appropriate to cover the period during which he or she provides services to IRENA under the Contract. The Consultant is not eligible to participate in the health insurance scheme available to staff members.

6. TAXATION

IRENA undertakes no liability for taxes, duty or other charges payable by the Consultant on payments made under the Contract. No statement of earnings will be issued by IRENA to the Consultant.

7. CODE OF CONDUCT

The Consultant acknowledges that compliance with the Code of Conduct attached to the Contract as an integral part thereof is essential to IRENA and understands that failure to comply with its provisions is, in itself, grounds for immediate termination of this contract. Should the Consultant become aware of any violation of the Code of Conduct, the Consultant shall report it immediately to IRENA and shall cooperate with any investigation conducted.

8. USE OF NAME OR EMBLEM OF IRENA

The Consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with IRENA, not shall the Consultant, in any manner whatsoever, use the name or emblem of IRENA in connection with its business or otherwise, without the prior written approval of IRENA. These obligations do not lapse upon termination or expiration of the Contract.

9. INDEMNIFICATION

The Consultant shall indemnify, defend and hold and save harmless IRENA and its officials, agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature based on, arising from or relating to: (a) allegations or claims that the use by IRENA of any patented device, any copyrighted material or any other goods or services provided by the Consultant to IRENA for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Consultant or of any subcontractor of the Consultant or anyone directly or indirectly employed by either of them in the performance of the Contract that give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. AMENDMENT

No change to the Contract shall be valid and enforceable against IRENA unless provided by a valid written amendment to the Contract signed by the parties to the Contract or their authorised representatives.

11. SETTLEMENT OF DISPUTES

Any dispute, controversy or claim, arising out of the Contract or the breach, termination or invalidity thereof, unless settled amicably within sixty (60) days after receipt by one party of the other party's written request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on the general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") 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.

12. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of IRENA.

Annex III
Roles and Responsibilities

Roles	Responsibilities
Director-General	<ul style="list-style-type: none"> • Establishes the policy on consultants • Approves consultancy contracts under section 7.7 • Decides on termination of consultancy contracts (Note to file) • Approves amendments to consultancy contracts made under section 12.3(b) • Establishes reporting and monitoring mechanisms • Approves exceptions where indicated in this Directive
Division Directors	<ul style="list-style-type: none"> • Monitors the use of consultants in their respective division • Ensures necessary budget planning for consultancies and for budget submission for creation of posts for continuing or prolonged functions being carried out by consultants • Reports to the Director-General on the use of consultants in their respective divisions • Maintains a roster of consultant candidates for their respective programmes • Ensure that any necessary equipment is provided and returned upon completion of the contract • Requests Finance Office to effect payment to consultants
Director of Administration and Management Services	<ul style="list-style-type: none"> • Approves consultancy contracts under section 7.8 • Advises the Director-General on requests for exceptions for engagement. • Providing input into reports on the use of consultants to the Director-General
Hiring managers	<ul style="list-style-type: none"> • Ensures availability funding for the consultancy • Prepares detailed terms of reference • Proposes the level of the consultancy in accordance with guidelines issued by the Human Resources Office • Prepares vacancy announcement • Reviews applicants, conducts technical evaluation of candidates and recommends selection of candidates • Assist with any required travel and visa arrangements • Assesses the performance of consultants • Manages selection processes

Roles	Responsibilities
	<ul style="list-style-type: none"> • Ensures adequate protection of data and information made available to consultants • Ensures appropriate method of knowledge transfer
Human Resources	<ul style="list-style-type: none"> • Ensures proper implementation of the Directive • Issues guidelines on determining fees to be paid to consultants • Advertises consultancy opportunities • Validates the fees proposed to be paid to the consultant • Issue consultancy contracts and amendment thereto • Reviews requests for exceptions in the application of the present Directive • Maintains records of exceptions approved by the Director-General • Maintains central roster of candidates
Finance Office	<ul style="list-style-type: none"> • Verifies payment requests to consultants after confirming that they are in order, properly due, and have been certified by the duly designated certifying officers • Obtains any additional supporting documentation required to effect payment • Approves payments once they have ensured the services or deliverables have been received in accordance with the contract or agreement • Ensures that payment of fees is made only to the consultant's personal bank account in his or her name