



**Food and Agriculture Organization
of the United Nations**

CONSULTANCY AGREEMENT
Regular Consultant (COF.REG)
FAO Administrative Manual Section 317

NAME OF CONSULTANT: Mr PHILLIP JUNIOR NZAU

INDEX NUMBER: 3104604

FAO DIVISION/OFFICE: OERDD

DUTY STATION: DS,KENYA,NAIROBI

ASSIGNMENT PERIOD: From 26/Apr/2024 to 03/Dec/2024 for a total of 155 of Working Day(s) to be worked.

TERMS OF REFERENCE (TOR): Please find attached.

HONORARIUM: USD 70 per Working Day. Payment of honorarium is conditional upon certification of days worked and satisfactory completion of the assignment. The Consultant is responsible for any tax liabilities in accordance with national laws applicable to the Consultant.

DSA/LIVING ALLOWANCE AT THE DUTY STATION:

Not Applicable.

DSA OUTSIDE THE DUTY STATION: The Consultant will receive Daily Subsistence Allowance at applicable UN rates, reduced for accommodation through the Preferred Hotel Programme (PHP), when on official travel status outside of the duty station.

MEDICAL INSURANCE: Consultants are covered by the Medical Insurance Scheme (MCS) under FAO Administrative Manual Section 343 Part VI. The Consultant's portion of the premium is a percentage of the honorarium, deducted upon payment. The premium deduction rate may be subject to changes and amended from time to time consistent with the agreement between the Organization and the insurance company. A Consultant who works a full week according to the established working week at the duty station will have insurance coverage during weekends on a 24-hour basis and during official holidays observed by FAO at the duty station. The Consultant is also covered by the FAO medical insurance and compensation plan for service-incurred death, injury or illness under FAO Administrative Manual Section 342.

TRAVEL: Travel by the Consultant for the purposes of the assignment is covered by FAO Administrative Manual Section 317.6. A Travel Authorization (TA) will be issued stating the itinerary and any Daily Subsistence Allowance (DSA) payable under FAO's rules, as well as accommodation through the Preferred Hotel Programme.

TRAVEL EXPENSE CLAIM (TEC): The Consultant must complete a Travel Expense Claim (TEC) and submit receipts and boarding passes, within the time limits specified in FAO Administrative Manual Section 401.7.5. The DSA payable may be adjusted based on actual expenses as reported in the TEC.

TERMINATION: This Agreement may be terminated by giving five days' written notice of termination for agreements of less than two months duration and two weeks' written notice for longer agreements.

TITLE RIGHTS: Title rights, copyrights, and all other rights of whatsoever nature including patent rights in any material produced under the terms of this Agreement shall be vested exclusively in FAO.

RIGHTS AND OBLIGATIONS: Section 317 of the FAO Administrative Manual is an integral part of this Agreement. The rights and obligations of the Consultant are strictly limited to those set out in this Agreement or referred to herein. Except as expressly provided in this Agreement, the Consultant shall not be entitled to any payment, subsidy, compensation, reimbursement or other benefit, including those that may be established under any national law.

CONFIDENTIALITY: The Consultant shall not communicate to any person or other entity any unpublished information made known to them by FAO in the performance of their obligations under this Agreement, except upon FAO's prior written authorization. This provision shall survive the expiration or termination of this Agreement.

STANDARDS OF CONDUCT: The Consultant shall act in a manner consistent with the Standards of Conduct for the International Civil Service (FAO Administrative Manual Section 304). The Consultant shall comply with the provisions of Administrative Circular No. 2019/01 "Policy on prevention of sexual harassment", Administrative Circular No. 2015/03 "Policy on the prevention of Harassment, Sexual Harassment and Abuse of Authority", Administrative Circular No. 2015/08 "Policy against fraud and other corrupt practices", and Administrative Circular 2013/27 "Protection from sexual exploitation and sexual abuse". In particular, the Consultant undertakes not to engage in any conduct that would constitute sexual exploitation or sexual abuse. Nothing herein shall limit the right of FAO to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

PRIVILEGES AND IMMUNITIES: As a Specialized Agency of the United Nations, FAO is vested with privileges and immunities that apply in the context of its relations with its personnel. Nothing in this Agreement constitutes a waiver of FAO's privileges and immunities.

DISPUTES: FAO Administrative Manual Section 331 applies to Consultants and disputes that arise

pursuant to the present Agreement may be the subject of an appeal in accordance with that Manual Section.

FAO Human Resources Officer

Name: ADRIENN BUDAI
On behalf of




Date: 26/Apr/2024

Consultant

I have read, understood, and accept the terms of this Agreement. I have received a copy of FAO Administrative Manual Sections 317, 342, 343 Part VI, 304 and 401, as well as of AC 2019/01, AC 2015/03, AC 2015/08, and AC 2013/27 via the following link: <http://www.fao.org/3/CA1348EN/ca1348en.pdf>.

Name: Mr PHILLIP JUNIOR NZAU

Signature: 

Date: 26/04/2024

PERSON TO BE NOTIFIED IN CASE OF EMERGENCY (Name, email address, telephone number, and relationship to Consultant):

Anthony Nzau

nzauanthony@gmail.com

0723876744

Brother
