

AGREEMENT FOR THE PROVISION OF DEVELOPMENT SERVICES

This Agreement for the Provision of Development Services (the “Agreement”) is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNDP”), and University of Bath (hereinafter called “the Recipient”), an English university incorporated by Royal Charter under number RC000644 whose principal administrative offices are located at Claverton Down, Bath, BA2 7AY, United Kingdom.

WHEREAS, the Recipient has requested UNDP to provide certain development services as described herein, that will assist the Recipient in connection with a research project pursuant to funding received from the Arts and Humanities Research Council, hereto “Recipient’s Programme or Project”.

WHEREAS the UNDP Strategic Plan for the period [2018-2021] approved by the Executive Board provides for UNDP to work at the global, regional and country level to contribute to SDG achievement with all types of partners contributing to development results including governments, civil society, international organizations and the private sector, in areas where UNDP holds a collaborative advantage; WHEREAS in response to the Recipient’s request, UNDP, through the office located in Brasília – Brazil, has offered to deliver the services, which was accepted by the Recipient.

NOW, THEREFORE, UNDP and the Recipient (hereinafter jointly the “Parties) hereby agree as follows:

Article 1: SCOPE OF WORK

UNDP shall provide the development services and deliverables, (the “Development Services”), as set forth in the Development Service Project Document attached hereto as Annex 1, in accordance with and subject to the terms and conditions of this Agreement.

The Development Services shall be provided by UNDP through its Office located in Brazil.

In the event the Recipient requests additional development services related to the Recipient’s Programme, and UNDP agrees to provide such additional services, which shall be added to the scope of the Development Services as an amendment and the provision of such additional services, which shall be referred to as “Additional Development Services”, shall be governed by the terms hereof.

Article 2: TERM

Following the Effective Date, as such term is defined in Article 8:

Commencement: UNDP shall commence providing the Development Services by the date of signature of the Agreement (the “Commencement Date”), PROVIDED that

- (i) this Agreement is signed by the Recipient and returned to UNDP, which shall acknowledge receipt thereof, by or before Offer Lapse Date, as defined in Article 8 below; and
- (ii) the Recipient has fulfilled all of the duties and responsibilities assigned to it, including those specified under Article 4 and Article 7 of the General Conditions (Annex 3).

Completion: It is expected that the Development Services will be completed approximately 7 months after the Commencement Date (the “Completion Date”).

Failure to Reach Commencement: If the Development Services do not commence by the Commencement Date, this Agreement shall be declared null and void with no liability, financial or otherwise, of either Party to the other.

Article 3: COMPENSATION

The maximum amount payable by the Recipient to UNDP for the Development Services, excluding any eventual Additional Development Services as described below or any other amendments hereto, shall be GBP 6,000.00

The Recipient shall compensate UNDP for the provision of the Development Services in accordance with the Schedule of Payments set forth in Annex 2. In addition, the Recipient will reimburse UNDP for expenses incurred, which expenses will include external costs such as travel and courier, and other costs such as administrative support, report reproduction and computer support as provided in Annex 2.

Compensation for any Additional Development Services that may be provided by UNDP relating to the Recipient’s Programme further to Article 1, shall be as agreed by the Parties and shall be contained in an amendment hereto.

The Schedule of Payments for the Development Services under this Agreement shall remain in effect for a period of 7 months from the Effective Date of the Agreement. After this period lapse, the fees will be adjusted to UNDP’s then-current rates and the fees for such services and will be reflected in an amendment to this Agreement.

Unless otherwise agreed, UNDP shall submit payment notices at the intervals specified in Annex 2. UNDP’s Fees for the Development Services provided by UNDP must be paid by the Recipient before UNDP initiates or continues the provision of Development Services. Each payment notice will reflect the estimated fee for the following period and the actual out-of-pocket expenses that are due for reimbursement from prior periods. The Recipient shall review each payment notice promptly

and subject to the settlement of any queries or disputes, shall process settlement within thirty (30) calendar days of the date of the payment notice.

All payments should be made by the Recipient to the following Bank account of UNDP:

Account Details

Beneficiary Name:	UNDP Representative in Brazil (USD) Account
Beneficiary Bank Name:	Bank of America
Beneficiary Account Name:	3752220643
SWIFT/ABA:	111000012
SWIFT Address:	BOFAUS3N (only for outside US transfer)
Currency:	US Dollars
Bank Address:	730 15 th Street, N.W. 7 th Floor, Washington DC

Article 4: CONTACT PERSONS

Any notifications required hereunder, and communications in connection with Development Services shall be clearly marked, addressed and delivered as follows:

For UNDP:

Technical notifications: Ms. Mariana Balboni, socialprotection.org, International Policy Centre for Inclusive Growth (IPC-IG) – United Nations Development Programme (UNDP).

Setor Bancário Sul (SBS), Quadra 1, Bloco J, 13th floor, ZIP CODE: 70076-900. Brasilia – Distrito Federal (DF), Brazil.

Financial or administrative notices: Mr. Guilherme Paul Berdu, Programme and Operations, International Policy Centre for Inclusive Growth (IPC-IG) – United Nations Development Programme (UNDP)

Setor Bancário Sul (SBS), Quadra 1, Bloco J, 13th floor, ZIP CODE 70076-900. Brasilia – Distrito Federal (DF), Brazil.

For Recipient:

Technical notifications: Dr Rana Jawad, Department of Social and Policy Sciences, University of Bath, Claverton Down, Bath, BA2 7AY, United Kingdom.

Financial, legal or administrative notices: Head of Contracts, Research and Innovation Services, University of Bath, Claverton Down, Bath, BA2 7AY, United Kingdom.

Article 5: UNDP's REPORTING

UNDP will report to the Recipient on the Development Services provided to the Recipient as provided for in **Annex 1**.

Article 6: GENERAL TERMS AND CONDITIONS

The standard UNDP General Conditions for Provision of Development Services, attached as **Annex 3**, shall apply to this Agreement, and any subsequent agreements/amendments to this Agreement concluded in accordance with Article 1 above.

Article 7: SPECIAL TERMS AND CONDITIONS

The following sections of the UNDP General Conditions for the Provision of Development Services are hereby modified as follows:

N/A

Article 8: ACCEPTANCE

This Agreement including its Annexes, which form an integral part of the Agreement, supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties with respect to the provision of the Development Services.

The contents of this Agreement are valid until 28th February 2021 (the "Offer Lapse Date"). If the Recipient does not sign and return the signed Agreement to UNDP by or before the Offer Lapse Date, UNDP may at its discretion not countersign this Agreement in which case the offer presented through this Agreement shall lapse and the terms be deemed null and void. If the Recipient signs and returns this Agreement, which must be received by UNDP by the Offer Lapse Date, this Agreement shall enter into force upon UNDP's counter signature hereto ("Effective Date") and shall remain in force until the Completion Date.

This Development Services Agreement may be extended by agreement of the Parties in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this Agreement.

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

p/ Carlos Arboleda

Katyna Argueta
Resident Representative
UNDP Brazil
Date: 12-Jan-2021

MMB

UNIVERSITY OF BATH

Jamie Whitaker
Head of Contracts
Research & Innovation Services
Date: 6/1/20

M. Teresa

GPB

Development Services Title: Needs Assessment Review

Project Number: 00125025

Start Date: 14^h December 2020

End Date: 31st July 2021

Recipient	Dr Rana Jawad, Senior Lecturer, University of Bath
Email	rj349@bath.ac.uk

Summary of the development services to be provided:

UNDP will conduct a needs assessment review, in order to prepare for the development of an e-learning course.

The assessment activities will include an on-line survey and in-depth consultations on the needs of potential learners and policy stakeholder users.

The key output will be a needs assessment analytic report that will inform the subsequent development of the e-learning course.

This needs assessment activity will provide the following outcomes:

- (a) align the strategic goals and needs of the project with the learning objectives,
- (b) ensure that learning design supports optimal job/on-the-field performance,
- (c) enable the learning solution to address actual learning needs, and
- (d) ensure that learning delivery can effectively meet the learners' needs.

Total value:	6,000.00	GBP
---------------------	----------	-----

I. Objectives and Scope of Work

University of Bath is an English university incorporated by Royal Charter whose principal administrative offices are located at Claverton Down, Bath, United Kingdom. The University mission is to deliver world-class research and teaching, educating our students to become future leaders and innovators, and benefiting the wider population through our research, enterprise and influence. Its vision is to be recognised as an international centre of research and teaching excellence, achieving global impact through our alumni, research and strategic partnerships.

The IPC-IG/UNDP will deliver a learning needs assessment in order to prepare for the development of an e-learning course, supporting the learning solution to reach the objectives of the current project and enhance its desired impact on the target audience.

II. Risks/Mitigation Measures, including any due diligence as may be required

The analysis to be carried out by the IPC-IG/UNDP rely on the availability of the partner to take part on the design thinking discussions, on the availability of key stakeholders to respond the questionnaires and attend interviews.

As mitigation mechanisms, the IPC-IG will make use of stakeholder strategies, and closely liaise with partners and stakeholders, monitoring the data collection and assessing its quality to present the needs assessment.

The COVID-19 pandemic impact on international meetings/events does not apply to this project given the online nature of the work.

III. Monitoring and Reporting Arrangements

Describe the reporting requirements and frequency in this section, along with any monitoring arrangements, as required.

As above, the IPC-IG will closely follow-up with stakeholders and monitor the data collected on meetings, questionnaires and interviews.

IPC-IG/UNDP will provide the Recipient with a final narrative and financial report not later than six months after the completion of activities.

Deliverables, Activities and Indicators

Deliverable(s)	Activities and Indicators	Expected Date of Achievement
<p>Deliverable 1 Needs assessments plan</p>	<p>Activities:</p> <ol style="list-style-type: none"> 1.1. Collect and analyse existing data; 1.2. Identify the questions and data sources (stakeholders) 1.3. Choose data collection instruments 1.4. Consolidate needs assessment plan 1.5. Approve needs assessment plan <p>Indicator: Needs Assessment plan approved</p>	<p>5 weeks after the signature date</p>
<p>Deliverable 2 Data collection implementation</p>	<p>Activities:</p> <ol style="list-style-type: none"> 2.1. Prepare data collection instruments 2.2. Translate the instruments to Arabic 2.3. Review and approve the instruments 2.4. Launch the instruments / Conduct data collection 2.5. Follow up and monitor data collection 2.6. Translate collected data to English 2.7. Organise collected data <p>Indicator: Briefing on the organization of collected data</p>	<p>17 weeks after the signature date</p>
<p>Deliverable 3 Needs assessment analytic report and/or presentation</p>	<p>Activities:</p> <ol style="list-style-type: none"> 3.1. Analyse and synthesise collected data 3.2. Write and deliver report and/or presentation 3.3. Review report / give feedback to presentation 3.4. Finalise report <p>Indicator: Analytic report and/or presentation on Needs Assessment</p>	<p>24 weeks after the signature date</p>

IV. Work Plan/Budget

EXPECTED DELIVERABLES	PLANNED ACTIVITIES	TIMING		PLANNED BUDGET	
		Q1	Q2	Budget Description	Amount (GBP)
Deliverable 1: Needs assessments plan	1.1. Collect and analyse existing data; 1.2. Identify the questions and data sources (stakeholders) 1.3. Choose data collection instruments 1.4. Consolidate needs assessment plan 1.5. Approve needs assessment plan	X		Service Contractors	1,388.89
	General Management Support - UNDP (8%)				111.11
	Sub-Total for Deliverable 1				1,500.00
Deliverable 2: Data collection implementation	2.1. Prepare data collection instruments 2.2. Translate the instruments to Arabic 2.3. Review and approve the instruments 2.4. Launch the instruments / Conduct data collection 2.5. Follow up and monitor data collection 2.6. Translate collected data to English 2.7. Organise collected data	X	X	Service Contractors	2,777.78
	General Management Support - UNDP (8%)				222.22
	Sub-Total for Deliverable 2				3,000.00
Deliverable 3: Needs assessment analytic report and/or presentation	3.1. Analyse and synthesise collected data 3.2. Write and deliver report and/or presentation 3.3. Review report / give feedback to presentation 3.4. Finalise report		X	Service Contractors	1,388.89
	General Management Support - UNDP (8%)				111.11
	Sub-Total for Deliverable 3				1,500.00
Total					6,000.00

Annex 2**SCHEDULE OF PAYMENT**

The University shall pay to UNDP in consideration of the work carried out under this Agreement the amount detailed in the table below. All sums, GBP 6,000.00, are inclusive of local taxes, transaction fees, travel and courier, and other costs such as administrative support, report reproduction and computer support. Hence, all expenses are included in the value above and no reimbursement is further required.

UNDP shall invoice the University in accordance with the table below, and upon receipt of a valid invoice, the University shall pay IPC-IG within 30 days, subject always to receipt of funds from the Funding Body.

The final invoice should be sent to the Bath within two (2) months of the end of the Project to allow preparation of the final cost statement by the University.

<u>Date</u>	<u>Budget</u>
Not later than 30 days after the signature of this Agreement	£6,000
<i>Total</i>	£6,000

Invoices to be addressed to:

Sian Sparrow, Research Accounting Assistant
 Research and Innovation Services
 University of Bath
 Claverton Down
 Bath, BA2 7AY

Email: ss3596@bath.ac.uk and post-award@lists.bath.ac.uk

Reference: RC-SP1154 (Please include this on all invoices)

A. Fee and Expenses Breakdown per Deliverable

	Deliverables	Percentage of Total Fee + Expenses (Weight for payment)	Fee + Expenses (Lump Sum, All Inclusive)	Payment Timing (Date)
1	Deliverable 1	25%	GBP 1,500.00	Not later than 30 days after the signature of the agreement
2	Deliverable 2	50%	GBP 3,000.00	
3	Deliverable 3	25%	GBP 1,500.00	
	Total	100%	GBP 6,000.00	

Annex 3

UNDP GENERAL CONDITIONS FOR PROVISION OF DEVELOPMENT SERVICES

1.0 BASIS OF ARRANGEMENT and LEGAL STATUS OF THE PARTIES:

The United Nations Development Programme (“UNDP”) and the Recipient shall each be referred to as a “Party” hereunder, and:

- 1.1 Pursuant, inter alia, to the [Charter of the United Nations](#) and the [Convention on the Privileges and Immunities of the United Nations](#), the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 1.2 Nothing contained in or relating to the Agreement to which these General Conditions apply and to which such General Conditions form an integral part thereof, (each, an “Agreement”), shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or responsible parties (in the case of UNDP) or subcontractors (in the case of Recipient) of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 1.3 The Development Services are being provided by UNDP as assistance to the Recipient, further to the Agreement of the Government, towards the Recipient’s contribution to international development goals. The Development Services are performed by UNDP further to and consistent with its mandate. The Parties agree that nothing herein shall be construed as the Parties engaging in a commercial relationship.
- 1.4 UNDP will undertake the Development Services in accordance with its regulations, rules, policies and procedures, and without prejudice to its privileges and immunities.

2.0 SOURCE OF INSTRUCTIONS:

UNDP staff and personnel performing the Development Services may not receive instruction from anyone other than UNDP.

3.0 UNDP'S RESPONSIBILITY FOR ITS PERSONNEL:

UNDP shall be responsible for the professional and technical competence of its personnel.

4.0 RECIPIENT'S DUTIES AND RESPONSIBILITIES:

The Recipient will make available in a timely manner for UNDP's use, at no charge to UNDP, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and its personnel that may be required by UNDP to perform the Development Services. Recipient will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Recipient computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Recipient. Recipient will provide, at no charge to UNDP, reasonable office space and equipment at Recipient's facilities (e.g., telecommunications requirements, copiers, etc.) as UNDP requires in performing the Development Services. The Recipient’s personnel provided to UNDP further to the foregoing, shall in no way be considered staff or personnel of UNDP, and among other things, shall not be covered by UNDP’s privileges and immunities and shall not be included in UNDP’s security arrangements. Recipient shall make all necessary arrangements for its personnel with respect to safety and security.

5.0 ASSIGNMENT:

Neither Party may assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of their respective rights, claims or obligations under this Agreement except with the prior written consent of the other Party.

6.0 USE OF DEVELOPMENT SERVICES OF OTHER ENTITIES:

UNDP may require the Development Services of other entities (“Responsible Parties”) to assist it in certain aspects of the provision of Development Services. UNDP’s use of a Responsible Party shall not relieve the UNDP of any of its obligations under this Agreement.

7.0 COMPENSATION AND PAYMENT:

The compensation of UNDP for the provision of Development Services will be further to the Agreement. UNDP shall not be required to commence the provision or continuation of Development Services until the payments referred to in **Annex 2** have been received in accordance with the terms set forth therein.

Compensation for any additional Development Services provided by UNDP relating to the Service shall be as agreed by the Parties, as set forth in the Agreement.

Recipient shall make all payments under this Agreement in United States dollars (**USD**) within thirty (30) calendar days after the date of UNDP’s payment notice. The value of the payment received, if made in a currency other than **USD**, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. If, in such a case, the value of the payment received is less than the invoiced amount due (in **USD**), UNDP shall inform the Recipient with a view to determining whether any further financing could be provided by the Recipient. Should such further financing not be available, the assistance to be provided further to this Agreement may be reduced, suspended or terminated by UNDP.

In addition to any other remedy available to UNDP for late payments as may be specified anywhere in this Agreement, Recipient will be obligated to pay UNDP interest on the overdue amount at the rate of one and one-half percent (1.5%) per month for each month, or partial month, calculated from the date such payment was due until the date paid. Recipient will reimburse UNDP for all costs incurred by UNDP in connection with any collection efforts related to or arising out of this Agreement.

In no event shall UNDP’s obligation and liability to the Recipient hereunder exceed the undertaking of the Development Services. If the Development Services are not performed in accordance with Annex 1, UNDP shall re-perform such Development Services to bring them into compliance with the foregoing and such correction shall be the Recipient’s sole remedy under this Agreement with respect to the provision of the Development Services.

8.0 ADMINISTRATION AND REPORTING:

UNDP’s management of resources received and expenditures incurred under/further to the Agreement, shall be in accordance with UNDP’s regulations, rules, policies and procedures. UNDP shall provide to the Recipient, reports and documents prepared in accordance with UNDP accounting and reporting procedures, in the form, numbers and within the time periods set forth in the said **Annex 1**.

9.0 INDEMNIFICATION; LIABILITY

9.1 (a) The Recipient agrees to indemnify and hold UNDP harmless from and against all claims, liabilities, losses, damages, and expenses (including the costs of UNDP’s professional time) as incurred (collectively “Losses”) relating to the Development Services, including any Losses asserted by the Recipient, its agents or representatives, or third parties and any Losses, costs, etc. sustained by UNDP when participating in any legal, regulatory, or administrative proceeding relating to the Development Services, except to the extent those Losses are determined by a final, non-appealable order or arbitral award to have resulted from UNDP’s gross negligence or willful misconduct in the performance of the Development Services.

(b) Notwithstanding the foregoing, the Recipient shall not be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

9.2 In no event shall the UNDP, its members, officials, staff, other personnel and advisors have any liability, financial or otherwise, under any paragraph of this Agreement, except as provided in Article 8 of the General Conditions, above.

10.0 RECIPIENT ACKNOWLEDGEMENT:

It is the long-standing practice of UNDP to serve and work with multiple stakeholders within and across countries, including those with opposing economic interests. These include, but are not limited to, governments and affiliated organizations, inter-governmental organizations, non-governmental organizations, civil society organizations, as well as other private sector entities. UNDP is committed to maintaining the confidentiality of each Recipient's information (generally as described in this Agreement) in all such situations. Accordingly, the Recipient acknowledges the possibility and agrees that UNDP may have served, may currently be serving or may in the future serve other organizations and entities whose interests are adverse to those of the Recipient, including parties with whom the Recipient (i) competes; (ii) has a commercial relationship or potential commercial relationship (e.g., suppliers, distributors); (iii) enters into competitive bidding situations; and (iv) enters into or considers entering into merger, acquisition, divestiture, alliance or joint venture transactions.

11.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

The Parties note that the UNDP is self-insured. Without prejudice to the foregoing, throughout the execution of this Agreement, UNDP shall:

- (a) maintain appropriate insurance coverage with respect to third-party motor vehicle liability insurance;
- (b) maintain appropriate cargo insurance against loss of or damage to supplies and equipment, if any, purchased in whole or in part with funds provided under this Agreement until transferred to the Recipient;
- (c) with regard to its Staff, Consultants and other personnel, maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of UNDP; and maintain malicious acts insurance.

12.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by the Recipient shall rest with the Recipient and any such equipment shall be returned to the Recipient at the conclusion of this Agreement or when no longer needed by the UNDP. Such equipment, when returned to the Recipient, shall be in the same condition as when delivered to UNDP, subject to normal wear and tear. UNDP shall be liable to compensate the Recipient for equipment determined to be damaged or degraded beyond normal wear and tear.

13.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

13.1 Except as is otherwise expressly provided in writing in the Agreement, the Recipient shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the UNDP has developed for the Recipient under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. Nonetheless, the Recipient shall grant UNDP a perpetual, royalty-free license to (reproduce, adapt, modify, distribute, sub-license) make use of such intellectual property or other proprietary rights for non-commercial purposes, including the ability to further license to other non-private sector Recipients and its programme governments in accordance with the requirements of the agreement between UNDP and the Recipient(s) concerned and its basic cooperation agreement with programme governments, respectively.

13.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of UNDP: (i) that pre-existed the performance by UNDP of its obligations under the Agreement, or (ii) that UNDP may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the Recipient does not and shall not claim any ownership interest thereto, and UNDP grants to the Recipient a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.

13.3 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by UNDP from the Recipient under the Agreement shall be the property of the Recipient, shall be made available for use or inspection by the Recipient at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Recipient authorized officials on completion of work under the Agreement.

14.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

Recipient shall not advertise or use the name, emblem or trademarks of UNDP, or any of its programmes, projects or affiliates (including the UN, UNCDF and UNV), or any abbreviation thereof, without the express prior written approval of UNDP in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Recipient and/or its business or Development Services. In making such request, the Recipient must submit an outline and draft of the proposed use of the name or emblem to UNDP.

15.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Disclosee”) during the course of performance of the Agreement, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

15.1 The recipient (“Disclosee”) of such information shall:

15.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

15.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

15.2 Provided that the Disclosee has a written agreement with the following persons or entities requiring them to treat the Information as confidential in accordance with the Agreement and this Article 13, the Disclosee may disclose Information to:

15.2.1 any other party with the Discloser’s prior written consent; and,

15.2.2 the Disclosee’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Agreement, and employees, officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Agreement, provided that, for these purposes a controlled legal entity means:

15.2.2.1a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

15.2.2.2any entity over which the Party exercises effective managerial control; or,

15.2.2.3 for the UNDP, an affiliated Fund such as UNCDF and UNV.

15.3 The Disclosee may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Disclosee will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

15.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General, and consistent with its Information Disclosure Policy.

15.5 The Disclosee shall not be precluded from disclosing Information that is obtained by the Disclosee from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Disclosee, or at any time is developed by the Disclosee completely independently of any disclosures hereunder.

15.6 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement.

16.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

16.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, UNDP shall give notice and full particulars in writing to the Recipient, of such occurrence or change if UNDP is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. UNDP shall also notify the Recipient of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, the Recipient shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to UNDP of a reasonable extension of time in which to perform its obligations under this Agreement.

16.2 If UNDP is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, the Recipient shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 17, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force; failure of carrier or utilities, equipment or transmission failure or damage that is reasonably beyond the non-performing party's control, or any other cause that is reasonably beyond the control of the non-performing party; governmental acts, order or restrictions, failure of government or suppliers to act or any other reason when the failure to perform is beyond the reasonable control and not caused by negligence or international conduct or misconduct of the non-performing party and such party has exerted all reasonable efforts to avoid or remedy such force majeure provided however that the non-performing party shall not be obligated to remedy or settle any labour dispute or disturbance.

17.0 TERM AND TERMINATION

17.1 The term of this Agreement will commence on the Effective Date and will continue in effect until the Completion Date unless earlier terminated pursuant to the terms of this Agreement.

17.1 Either party may terminate this Agreement for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 18.2 ("Arbitration"), below, shall not be deemed a termination of this Agreement.

17.2 The Recipient reserves the right to terminate without cause this Agreement at any time upon 15 days prior written notice to UNDP, in which case the Recipient shall reimburse UNDP for all costs incurred by UNDP prior to receipt of the notice of termination.

17.3 In the event of any termination by UNDP under this Article, no payment shall be due from the Recipient to the UNDP except for work and Development Services performed in conformity with the express terms of this Agreement.

17.4 Upon any expiration or termination of this Agreement, each party will return promptly or, at the other Party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other Party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements.

18.0 SETTLEMENT OF DISPUTES

18.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

18.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Agreement or the breach, termination, or invalidity thereof, unless settled amicably under Article 18.1, above, 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 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 be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, Development Services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, 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.

19.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

20.0 TAX EXEMPTION

20.1 The Compensation paid to UNDP hereunder shall be net of taxes. Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, UNDP shall immediately consult with the Recipient to determine a mutually acceptable procedure, which may include the Recipient paying the taxes in relation to the Development Services directly to the competent Governmental authority(ies). In such case, if UNDP is able to recover the taxes paid, it shall reimburse them to the Recipient.

21.0 INTEGRITY CLAUSE

21.1 The Recipient and UNDP undertake to institute any such measures as are required to avoid corruption, ensuring in particular that no such payments or other considerations are offered or accepted. Both Parties acknowledge that a violation of the integrity clause shall, as a rule, result in revocation and early termination of the Agreement.

The parties will inform each other in case of any well-founded suspicions of corruption.

22.0 AUDIT AND INVESTIGATION:

All payments received by UNDP under this Agreement shall be subject exclusively to internal and external audit in accordance with the United Nations audit principles and procedures and UNDP's Financial Regulations and Rules. Information related to the implementation of this Agreement may be provided in so far as it shall be deemed compatible with UNDP's Financial Regulations and Rules, policies and procedures, and its juridical status as an International Organization of the UN System.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Recipient. Accordingly, no modification or change in this Agreement shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Recipient and jointly by the UNDP Authorized Official.