#### 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 World Vision International (hereinafter called "the Recipient"), an entity organized and existing under the laws of Colombia, foreign non-profit entity, with legal status recognized by Resolution number 3335 of July 13, 1978 issued by the Ministry of Justice, duly registered in the Chamber of Commerce of Bogotá on June 6, 2012, under number S0042388 of Book V of the foreign non-profit entities, with its headquarters at Roundwood Avenue Stockley Park Uxbridge, Middlesex UB11 1FG, UK.

WHEREAS, the Recipient has requested UNDP to provide certain development services as described herein, that will assist the Recipient in connection with its Hurricane Iota Relief (HIRE) Colombia designated by the UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT - USAID office of humanitarian assistance hereto "Recipient's Programme or Project";

WHEREAS the Government of Colombia (the "Government") has approved the provision of these development services by UNDP to the Recipient, through an agreement or arrangement between the UNDP and the Government,

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 its office located in Colombia, submitted a Proposal to the Recipient dated 17-02-2021, 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 Colombia.

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:

<u>Commencement</u>: UNDP shall commence providing the Development Services on or about May 10, 2021 (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).

<u>Completion</u>: It is expected that the Development Services will be completed on June 10, 2021.

<u>Failure to Reach Commencement</u>: 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 USD 75.000 (seventy-five thousand American dollars).

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 will remain in effect until June 10, 2021. 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 Name	UNDP
Account Number	3752220672
Bank Name	Bank of America
Bank Address	1401 Elm St, Dallas TX 75202
SWIFT code	BOFAUS3N

## **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:

Jessica Faieta, UNDP Resident Representative Address: Calle 84A #10-50, Bogotá, Colombia.

Phone: (571) 4889000

Email: jessica.Faieta@undp.org

# For Recipient:

Peter Penrod Gape Villasor National Director Address: Calle 7 # 60 a -24, Bogotá, Colombia

Phone: (57+1)3487171

Email: Juridica colombia@wvi.org

# **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:

• There are no modifications to the General Conditions. <sup>1</sup>

### **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 June 10, 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

World Vision International

PETER PENROD GAPE
National Director

Date: May 12th, 2021

ejandro Pacheco

Resident Representative a.i.

Date: 12-May-2021

<sup>&</sup>lt;sup>1</sup> Any Special Conditions will need to be submitted to OFRM and LO for review and clearance.

#### UNITED NATIONS DEVELOPMENT PROGRAMME

# Annex 1: DEVELOPMENT SERVICES DOCUMENT <u>Colombia</u>



**Development Services Title**: Household and Building Damage Assessment in the areas affected by hurricane Iota in Providencia and Santa Catalina

# **Project Number:**

**Start Date**: May 10, 2021 **End Date**: June 10, 2021

Recipient	World Vision International
Address	Roundwood Avenue Stockley Park Uxbridge, Middlesex UB11 1FG, UK.
Phone / Fax	020 7758 2900
Email	Juridica_colombia@wvi.org

# **Summary of the development services to be provided:**

UNDP will use the HBDA methodology and toolkit tested in different contexts worldwide, in support of authorities (in particular UNGRD, the Ministry of Housing, and local authorities) as well as project partners to assess residential and non-residential infrastructure and collect data to inform timely decisions. The data collected through field visits will be made available daily or every two days throughout the assessment. In this project, the HBDA will focus on the houses and infrastructure units structurally apt for reparation in Providencia and Santa Catalina, which have been pre-identified after juxtaposition of satellite imagery prior/after the disaster. Visual inspections will follow to complete the mapping of potentially repairable infrastructure units.

Total value:	USD: 75.000

# I. Objectives and Scope of Work

# **Background**

The archipelago of San Andrés, Providencia and Santa Catalina is located at the northwest of Colombia, home to 61,280 people. Hurricane Iota brought winds of up to 240 km per hour and hit the islands on the night of November 15. It was the first time a CAT5 hurricane impacted Colombian soil. Thousands of houses were damaged, as well as productive, community and public service infrastructure. Initial government reports using digital satellite images estimate that nearly the totality of housing infrastructure on Providencia was affected, with 84% of homes destroyed. A conservative a priori estimate of 400 housing units seemed apt for rehabilitation in Providencia and Santa Catalina.

The Colombian Government declared the emergency status in San Andrés, Providencia and Santa Catalina and deployed its crisis response system under the coordination of the National Unit for Disaster Risk Management (UNGRD for its acronym in Spanish) in coordination with the subnational governments. The President appointed the Director of the Department of Social Prosperity (DPS), Ms. Susana Correa, as manager of reconstruction in the Archipelago, in conjunction with Mr. Lyle Newball, member of the executive board of Pro Archipelago, who is responsible for local and community coordination.

The UNGRD devised the rolling-out the Damage Assessment and Needs Analysis (EDAN) in order to identify the impacts of the hurricane in different dimensions and formulate recommendations for response. Within that framework, the national government has requested the United Nations Development Programme (UNDP) to conduct an assessment of damaged houses and other infrastructure units with potential of rehabilitation or reparation. USAID has also requested UNDP to conduct the assessment with the aim of informing its shelter intervention. In response, UNDP and World Vision have agreed on the usefulness to partner up in order to conduct the assessment and provide data and information to relevant stakeholders.

# Methodology

UNDP will adapt its Housing and Building Damage Assessment (HBDA) methodology -which has been tested in similar disasters that occurred in Caribbean islands and other contexts. The HBDA allows prompt collection of digital and georeferenced data on damage to infrastructures and residential and commercial buildings, household vulnerabilities, utility services, and needed materials for repairs. The HBDA is a comprehensive and multiphase process that involves mobile data collection through enumerators, followed by data analysis, visualization and dissemination for use by national and local authorities, humanitarian and development partners. The library of questions within the HBDA is designed to be adaptable to different contexts. It includes a priority rating per indicator that enables flexible management of the length of the data collection tool, depending on available resources and government priorities. The analysis produced by the HBDA aims to inform government prioritization of relief and recovery resources, serve for strategic and operational humanitarian and recovery planning, as well as produce evidence for raising awareness and advocacy,

# Approach

UNDP approach abides to the following principles:

- 1. National ownership: the assessment will be coordinated with the national government and integrated into national and subnational response mechanisms. The implementation of activities will be articulated with relevant stakeholders through the Crisis Response Unified mechanism (PMU)
- 2. Community engagement: the assessment will privilege the participation and empowerment of local personnel from the Archipelago. UNDP will conform tandems of local inspectors, equip them with the necessary tools to conduct the work, and conduct relevant training and capacity development activities.
- 3. Mobilization of expert knowledge: the assessment builds on established partnerships with the Colombian Society of Architects and the Colombian Society of Engineers, which enables the deployment of technical experts for data collection, analysis, or verification.
- 4. Do-no harm approach: UNDP will actively avoid putting at risk individuals and families taking part of the assessment as well as the national and local teams hired to conduct the activities. To mainstream the protection approach, a communication protocol will be used to not re-victimize the affected communities. Local teams will operate with safety protocols and using PPE to avoid COVID19 contagion.

- 5. Data protection: confidentiality will be safeguarded through a restrictive information sharing policy (raw data to be shared exclusively with UNGRD, the Reconstruction Manager, USAID and World Vision). Anonymized data will be shared through publicly accessible sites.
- 6. Differential approaches: while the unit of analysis is infrastructure, the assessment will include data disaggregation by sex, age, ethnicity, disability and medical condition of residents/owners. The composition of the inspection team will strive for balance between men and women and a majority of raizal members.

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

Description	Impact & Probability	Countermeasures / Mngt response	Owner	
Delays or noncompliance in the provision of the services and procurement processes required for the development of the work plan.	Failure to deliver results.  P = 2 I = 3	Adequate monitoring of the contractual and procurement processes with the different suppliers of goods and services, as well as the periodic and timely verification of the payments made.	Project coordinator and technical support team	
Possible infections with Covid 19 (technical team and local)	Disease risks for the technical team and beneficiaries.  P = 2 I = 4	Implementation of biosafety protocols.	Project coordinator and technical support team	
Pressure from the National Government to deliver results in accordance with the goals they have established.	Negative perception of the management carried out if results are not achieved in the foreseen times.  P = 2 I = 3	Joint definition of work plans with local and national authorities so as not to generate expectations about the proposed results.	Project coordinator and technical support team	
Difficulties in coordinating actions with institutions at the local level, as well as with direct beneficiaries.	Delays in defining action plans and prioritizing groups of beneficiaries.  P = 2 I = 3	Hold prior articulation meetings with local authorities and area leaders to facilitate the exchange of information on the proposed plan, as well as its scope, so as not to generate expectations that cannot be answered.	Project coordinator and technical support team	

# III. Monitoring and Reporting Arrangements

UNDP will present a final report to World Vision describing the level of fulfillment of the goals established in the work plan based on the services to be provided. This includes the reporting of the proposed indicators.

# IV. UNDP's Core Service Team and Responsible Parties

UNDP is the implementing partner, with respect to World Vision International, under the conditions established in this Agreement and its Annexes.

# **Deliverables and Indicators**

Deliverable(s)	INDICATORS	Expected Date of Achievement
Technical definition of questionnaire	Questionnaire developed and adapted with participation of local experts	15/05/21
Inspectors training and recruitment	Number of engineers/architects and/or social workers trained in the HBDA methodology	25/05/21
Field inspections	Number of houses or other infrastructure units assessed.	5/06/21
Data aggregation and visualization		

# V. Multi-Year Work Plan/Budget <sup>2</sup>

All anticipated programmatic and operational costs to support the development service, need to be identified, estimated and fully costed in the budget.

	PLANNED ACTIVITIES	<u>2021</u>				PLANNED BUDGET[2]	
EXPECTED DELIVERABLES		<b>T1</b>	<b>T2</b>	Т3	<b>T4</b>	<b>Budget Description</b>	Amount
	1.1 Form development and complementary tools on the Kobo platform		X	X		Service Contract (2 Information Analysts)	500
						UNDP advisors (CB HBDA advisors)	0
Deliverable 1: Design and	1.2 Development of a pilot exercise and form adjustment		X	X		Service contract (2 infrastructure professionals)	600
validation of assessment questionnaire						Travel and per diem (DSA)	1,500
	1.3 Procurement and preparation of data recollection equipment		X	X		Service Contract (2 Information Analysts)	1,000
						Contractual services (30 tablets)	5,400
	Sub-Total for Deliverable 1						9,000
	2.1 Mobilization of partnerships to identify and select community members to conform inspector tandems		X			Service contract (Early recovery)	300
Deliverable 2: Training of inspectors (tandems of engineers / architects and members of the community).		X				UNDP advisors (CB HBDA advisors)	0
			X			Service contract (information analysts and infrastructure professionals)	800
						Travel and per diem (DSA)	2,400

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<sup>&</sup>lt;sup>2</sup> Cost definitions and classifications for programme and development effectiveness costs to be charged to the project are defined in the Executive Board decision DP/2010/32

		<u>2021</u>				PLANNED BUI	OGET[2]
EXPECTED DELIVERABLES	CTED DELIVERABLES PLANNED ACTIVITIES		T2	Т3	<b>T4</b>	<b>Budget Description</b>	Amount
						Workshop and training	900
	Sub-Total for Deliverable 2						4,400
	3.1 Carry out inspections for data gathering, and uploading of data to the KoBo platform		X	X		Service contract (4 infrastructure team professionals)	9,800
						Contractual services (4 senior engineers(architects)	6,600
						Contractual services (8 junior engineers(architects)	11,200
Deliverable 3: Data gathering, uploading and aggregation						Contractual services - (12 Junior social/community workers)	8,800
						Industrial Safety and PPE allocations for field inspectors	1,900
						Travel and reduced per diem (DSA) of senior and junior architects/engineers from San Andrés	1,400
						Contractual services - Logistics of field team in Providencia (hotel, internet provision, and meals)	6,744
						DPC	1,500
	Sub-Total for Deliverable 3						47,944
Deliverable 4: Data gathering, uploading and aggregation	4.1 Design and implementation of a dashboard in Power Bi and ArcGIS for data visualization.		X			Service Contract (Information Analysts)	1,400

	PLANNED ACTIVITIES	<u>2021</u>				PLANNED BUDGET[2]	
EXPECTED DELIVERABLES		T1	T2	Т3	T4	<b>Budget Description</b>	Amount
						Service Contract (2 Information analysts, 1 early recovery analyst)	4,200
	4.2 Elaboration of a final report with aggregated date and analysis					Service Contract (2 communications professionals)	2,500
	Sub-Total for Deliverable 4						8,100
Subtotal				69,444			
GMS (8%)			5,556				
Total			75,000				

# Annex 2

# SCHEDULE OF PAYMENT

Value	Time
USD 75.000	June 10, 2021
USD 75.000	Total

- **a.** This schedule of payment must indicate the amount and timing of payment. Fees for the Development Services provided by UNDP must be paid by the Recipient before UNDP initiates the provision of Development Services.
- **b.** Payments may be based on a cost-plus basis or a market-based fee basis. In all cases, all costs incurred by the office and by headquarters (direct and indirect, including UNDP staff costs, consultants/responsible parties, equipment, exchange rate fluctuations and operational costs for travel, communication, reporting, audit, General Management Fees, etc.) to provide the development service must be recovered from the funds received under the development service agreement.
- **c.** This schedule must state whether the price is a fixed deliverable/output-based price or if it is based on time and materials (i.e. based on a daily/weekly/monthly rate adjustable in accordance to any extension or reduction in the duration of engagement).
- **d.** Specify the UNDP fee and expense components included in the price. For example, whether the price stated is inclusive of both fees and expenses, or if it is inclusive of only the fee, with out-of-pocket expenses such as travel, living allowances, taxes, etc. reimbursable separately (e.g., based on actuals). Also specify the expenses borne by the Recipient directly whether paid by the Recipient to third parties or provided in kind by the Recipient (e.g., conduct of workshop will borne by the client, vehicles will be made available to UNDP for land travels, office space/equipment or an administrative staff will be provided within the project premises, etc.)
- **e.** Specify the key deliverables/outputs or milestone activities for which payments will be made, the corresponding percentage of the fee that will be paid per milestone/deliverable/output, including the conditions/documentations required prior to the release of any tranches of payment.
- **f.** Provide separate figures for each functional grouping or category.

# 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 <u>Charter of the United Nations</u> and the <u>Convention on the Privileges and Immunities of the United Nations</u>, 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:
- **15.2.2.1**a 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.
- **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.

# **Paola Cainarca**

**De:** Jhon Fredy Guevara <Jhon\_Freddy\_Guevara@wvi.org>

Enviado el: Monday, May 24, 2021 5:50 PM

Para: Paola Cainarca

CC: Jairo Alberto Matallana Villarreal; Diana Ortiz; Erika A. Torres; Oscar Hernandez

**Asunto:** RV: Contrato y políticas para revisión y firma Datos adjuntos: DSA - WV 2021-05-05 (JFG) - VF (1).PDF

Cordial saludo;

Reenvio documento.

# John Freddy Guevara Caicedo

Profesional de Supply Chain

# World Vision Colombia

Mobile: +57 3102125433

Email: jhon\_freddy\_guevara@wvi.org



**De:** Paola Cainarca <paola.cainarca@undp.org> **Enviado:** lunes, 24 de mayo de 2021 17:46

Para: Jhon Fredy Guevara < Jhon\_Freddy\_Guevara@wvi.org>; Jairo Alberto Matallana Villarreal

<jairo.matallana@undp.org>

Cc: Diana Ortiz <Diana\_Ortiz@wvi.org>; Erika A. Torres <Erika\_Torres@wvi.org>; Oscar Hernandez

<oscar.hernandez@undp.org>

Asunto: RE: Contrato y políticas para revisión y firma

#### **Buenas tardes:**

Pendientes del documento para continuar con nuestros procesos internos.

## Cordial saludo,

Páola

**De:** Paola Cainarca <paola.cainarca@undp.org> **Enviado el:** Wednesday, May 12, 2021 12:44 PM

Para: Jhon Fredy Guevara <Jhon\_Freddy\_Guevara@wvi.org>; Jairo Alberto Matallana Villarreal

<jairo.matallana@undp.org>

CC: C

Asunto: RE: Contrato y políticas para revisión y firma

Respetado Jhon Freddy:

Adjunto encontrarás el documento firmado por PNUD; agradecemos devolver por esta vía, una vez firmado por World Vision.

# Recibe un cordial saludo, Páola



Páola Cainarca Mora Asociada de Programa Área de Paz, Justicia y Reconciliación PNUD Colombia paola.cainarca@undp.org Av. 82 No.10-62 piso 3, Bogotá Colombia

Tel: +571-4889000 Ext 133

www.co.undp.org

De: Jhon Fredy Guevara < Jhon\_Freddy\_Guevara@wvi.org>

Enviado el: Wednesday, May 5, 2021 3:04 PM

Para: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org >

CC: Diana Ortiz < Diana Ortiz@wvi.org >; Erika A. Torres < Erika Torres@wvi.org >; Paola Cainarca

<paola.cainarca@undp.org>

Asunto: RV: Contrato y políticas para revisión y firma

Sr. Jairo un cordial saludo;

Luego de revisado por nuestra área jurídica quien ha completando aquellos espacios en blanco y detallado el valor en pesos colombianos, permito retornar documento diligenciado para que puedan por favor firmar y devolver a la mayor brevedad.

Como indica el abogado, favor firmar a través de un archivo en PDF, sin acudir a la herramienta de DocuSing.

Gracias y quedo atento.

Cordialmente

# John Freddy Guevara Caicedo

Profesional de Supply Chain

World Vision Colombia
Mobile: +57 3102125433

Email: jhon\_freddy\_quevara@wvi.org



**De:** Christian C. Hernandez < <a href="mailto:christian\_camilto-hernandez@wvi.org">christian\_camilto\_hernandez@wvi.org</a>

Enviado: miércoles, 5 de mayo de 2021 14:42 Para: Erika A. Torres < Erika Torres@wvi.org>

Cc: Diana Ortiz < Diana Ortiz@wvi.org>; Jhon Fredy Guevara < Jhon Freddy Guevara@wvi.org>; Maria Becerra

### <Maria Becerra@wvi.org>

Asunto: RE: Contrato y políticas para revisión y firma

## Apreciada Erika, Reciba Un Cordial Saludo

Continuando con él proceso de compras para acceder a los servicios ofertados por el PNUD procedo con el diligenciamiento de los espacios requeridos, al igual, que incluir el valor del contrato en pesos colombianos, variaciones que se puede visualizar en color amarillo en el cuerpo del documento.

Por otra parte, para responder al interrogante planteado por el señor Jairo, para nosotros es viable llevar a cabo el procedimiento de firmas a través de un archivo en PDF, sin acudir a la herramienta de DocuSing.

Cordialmente

### **CHRISTIAN CAMILO HERNÁNDEZ ARIAS**

Coordinador Jurídico Oficina para Colombia



**De:** Erika A. Torres < <u>Erika Torres@wvi.org</u>> **Enviado:** miércoles, 5 de mayo de 2021 11:02

Para: Christian C. Hernandez <christian\_camilo\_hernandez@wvi.org>

Cc: Diana Ortiz < Diana Ortiz@wvi.org >; Jhon Fredy Guevara < Jhon Freddy Guevara@wvi.org >; Maria Becerra

<Maria Becerra@wvi.org>

Asunto: RV: Contrato y políticas para revisión y firma

Buen día Christian

Te comparto el ultimo correo de PNUD para que junto con el equipo de compras nos apoyen en este proceso y darle cierre.

Gracias.

# Erika Alejandra Torres

Manager of Grants Acquisition & Management
World Vision Colombia

Correo: erika\_torres@wvi.org - Skype: erikatorres93



De: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org>

Enviado: lunes, 3 de mayo de 2021 9:57

Para: Margarita Rivas <margarita\_rivas@wvi.org>

**Cc:** Diana Ortiz < <u>Diana Ortiz@wvi.org</u>>; Erika A. Torres < <u>Erika Torres@wvi.org</u>>; Paola Cainarca < <u>paola.cainarca@undp.org</u>>; Oscar Hernandez < <u>oscar.hernandez@undp.org</u>>

Asunto: RE: Contrato y políticas para revisión y firma

Buenas tardes señora Margarita,

Según lo hemos podido conversa con John Freddy, del equipo de WV, enviamos la propuesta del documento diligenciado, pendientes aún de la validación de nuestra sede sobre los documentos anexos (coincidimos en el contenido, pero como mencioné en un correo anterior, debemos tener aprobación para firmar este tipo de condiciones).

Como verán el documento está en control de cambios para que ustedes puedan verificar los ajustes (no hay cambios a las cláusulas que ustedes ya revisaron). Agradeceríamos revisar si están de acuerdo con las fechas y el resto de información que está cambiada en el formato. Si es así, lo pasaremos para firma de nuestra representación. Si ustedes usan DocuSign para firma digital, los podemos incluir de una vez con sus correos electrónicos, si no lo hacen así les enviamos firmado por ese medio en PDF para que ustedes procedan con los sistemas que tienen previsto para ello

Saludos, Jairo

**De:** Margarita Rivas < margarita rivas@wvi.org > **Enviado el:** lunes, 19 de abril de 2021 14:32

Para: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org >

CC: Diana Ortiz < Diana Ortiz@wvi.org >; Erika A. Torres < Erika Torres@wvi.org >; Paola Cainarca

<paola.cainarca@undp.org>

Asunto: RE: Contrato y políticas para revisión y firma

Buenas tardes Don Jairo

Realizamos validación con nuestra área Jurídica y nos informan que el documento es viable para proceder, agradezco procedan con el diligenciamiento y firmas pertinentes por parte del PENUD. Agradezco también el diligenciamiento de las actas de las políticas adjuntas.

Quedamos atentos al envió del documento para proceder con la firma de parte de World visión.

#### Cordial saludo

Margarita Rivas Callejas Profesional de Admo y Supply Chain World Visión Colombia Mobile: +57 3208138906

Email:Margarita\_Rivas@wvi.org Skype: Margarita201610



De: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org>

Enviado: viernes, 16 de abril de 2021 10:44

Para: Margarita Rivas < margarita rivas@wvi.org>

Cc: Diana Ortiz < Diana\_Ortiz@wvi.org>; Erika A. Torres < Erika\_Torres@wvi.org>; Paola Cainarca

<paola.cainarca@undp.org>

Asunto: RE: Contrato y políticas para revisión y firma

Buenos días señora Margarita,

Queremos proponerles usar este formato para el servicio que hemos prestado. En otras ocasiones lo hemos usado para recibir recursos por servicios prestados en el pasado, lo cual representa bien este caso. Hemos revisado con detenimiento el contrato y sus anexos propuestos, pero el inconveniente principal es que hace múltiples referencias a la ley colombiana y otras normativas que no podemos suscribir, ya que estaríamos renunciando a los privilegios e inmunidades de Naciones Unidas.

Déjennos saber si lo ven viable, podríamos hacer una primera versión con contenidos para su revisión y ajustes.

Saludos, feliz día, Jairo



#### Jairo Matallana Villarreal

Gerente de Área – Justicia y Respuesta a Crisis Programa de las Naciones Unidas para el Desarrollo

Avenida Calle 82 #10-62 Piso 3 Bogotá, Colombia jairo.matallana@undp.org Teléfono: +57 1 488-9000 ext. 199 Celular: +57 318 309-2608

Twitter <u>@PnudColombia</u> www.co.undp.org



**De:** Margarita Rivas < margarita rivas@wvi.org > **Enviado el:** viernes, 16 de abril de 2021 8:58

Para: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org >

CC: Diana Ortiz < Diana Ortiz@wvi.org>; Erika A. Torres < Erika Torres@wvi.org>

Asunto: RE: Contrato y políticas para revisión y firma

Buenos días Don Jairo, reciba un cordial saludo

Solicito de su amble colaboración para que se nos informe por favor la revisión del contrato remitido, si tiene alguna observación o comentario que podamos revisar.

Quedo atenta a sus comentarios

#### Cordial saludo

Margarita Rivas Callejas Profesional de Admo y Supply Chain World Visión Colombia

Mobile: +57 3208138906 Email:Margarita\_Rivas@wvi.org

Skype: Margarita201610



**De:** Margarita Rivas < <u>margarita rivas@wvi.org</u>> **Enviado:** jueves, 8 de abril de 2021 14:40

Para: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org >

Cc: Diana Ortiz < Diana Ortiz@wvi.org>; Erika A. Torres < Erika Torres@wvi.org>

Asunto: Contrato y políticas para revisión y firma

**Buenas tardes Don Jairo** 

Envió Contrato con políticas para su revisión y firmas en caso que no tenga ninguna duda u observaciones.

# Quedo atenta

# Cordial saludo

Margarita Rivas Callejas Profesional de Admo y Supply Chain

World Visión Colombia Mobile: +57 3208138906

Email:Margarita\_Rivas@wvi.org

Skype: Margarita201610



De: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org>

Enviado: viernes, 26 de marzo de 2021 16:04 Para: Margarita Rivas < margarita rivas@wvi.org> Cc: Diana Ortiz < Diana Ortiz@wvi.org > Asunto: RE: Solicitud de Documentos

Buenos días estimada Margarita, Envío la certificación bancaria en adjunto. Gracias y feliz tarde, Jairo

**De:** Margarita Rivas <<u>margarita rivas@wvi.org</u>> **Enviado el:** viernes, 26 de marzo de 2021 8:31

Para: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org >

**CC:** Diana Ortiz < <u>Diana Ortiz@wvi.org</u> > **Asunto:** RE: Solicitud de Documentos

Buenos días Don Jairo

Confirmo recepción de los documentos, confirmándole que la oferta ya contamos con ella, agradezco por favor se nos pueda enviar una certificación Bancaria para realizar el pago.

Quedo atenta a sus comentarios

#### Cordial saludo

De: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org>

**Enviado:** jueves, 25 de marzo de 2021 18:32 **Para:** Margarita Rivas <margarita\_rivas@wvi.org>

Cc: Diana Ortiz < Diana Ortiz@wvi.org >; Erika A. Torres < Erika Torres@wvi.org >; Maria Becerra

<<u>Maria\_Becerra@wvi.org</u>>; Rosemberg Parra <<u>rosemberg\_parra@wvi.org</u>>

Asunto: RE: Solicitud de Documentos

Buenas tardes estimadas Margarita y Erika,

Envío los documentos solicitados adjuntos:

- Copia de constitución de PNUD SBAA
- Copia de identificación del Representante Legal.- Copia de carnets diplomáticos de nuestra Representante Residente y nuestro Representante Residente Adjunto. Ambos tienen capacidad para suscribir acuerdos, en caso de necesitar uno sólo, favor usar el de nuestra Representante Residente, Jessica Faieta.
- Estatus de Constitución de PNUD. SBAA
- Documento de la Identidad competente que certifique la Existencia de PNUD. SBAA
- Numero Fiscal. RUT
- Estados Financieros con corte a 31 de diciembre de 2.019. Es importante adjuntar las notas a los estados financieros. Esto no aplica para PNUD, somos una agencia del Sistema de las Naciones Unidas

En cuanto a oferta comercial, tenía entendido que iban a usar los documentos que enviamos sobre el presupuesto del producto que elaboramos. ¿Erika puedes darnos más indicaciones por favor? Si necesitamos enviar otro formato con gusto lo haremos.

Saludos, feliz tarde,



#### Jairo Matallana Villarreal

Gerente de Área – Justicia y Respuesta a Crisis Programa de las Naciones Unidas para el Desarrollo

Avenida Calle 82 #10-62 Piso 3 Bogotá, Colombia

jairo.matallana@undp.org

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Teléfono: +57 1 488-9000 ext. 199 Celular: +57 318 309-2608

www.co.undp.org



**De:** Margarita Rivas < margarita rivas@wvi.org > **Enviado el:** jueves, 25 de marzo de 2021 9:56

Para: Jairo Alberto Matallana Villarreal < jairo.matallana@undp.org>

**CC:** Diana Ortiz < <u>Diana Ortiz@wvi.org</u>> **Asunto:** Solicitud de Documentos

Buenos Días señor Jairo

Solicito de su amble colaboración para que me sean envidos los siguientes documentos para realizar la constitución del contrato y la creación como proveedor.

- · Oferta Comercial actualizada por la prestación de servicios.
- Copia de constitución de PENUD
- Copia de identificación del Representante Legal.
- Estatus de Constitución de PENUD.
- Documento de la Identidad competente que certifique la Existencia de PENUD.
- Numero Fiscal.
- Estados Financieros con corte a 31 de diciembre de 2.019. Es importante adjuntar las notas a los estados financieros.

#### Quedo atenta a sus comentarios

# Cordial saludo

Margarita Rivas Callejas Profesional de Admo y Supply Chain

World Visión Colombia Mobile: +57 3208138906

Email:Margarita\_Rivas@wvi.org

Skype: Margarita201610