



**AGREEMENT FOR THE PROVISION  
OF DEVELOPMENT SERVICES**

**BETWEEN**

**Ministry of Local Administration**

**&**

**United Nations Development Program**

**2019**

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## 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 the Ministry of Local Administration (hereinafter called "the Recipient"), an entity organized and existing under the laws of [The Hashemite Kingdom of Jordan], with its headquarters in Amman.

WHEREAS, the Recipient has accepted the request of UNDP to provide certain development services as described herein, that will assist the Recipient in connection with its [*Implementation of the National Municipal Solid Waste Management Strategy (NMSWMS)*], hereto "Recipient's Programme or Project";

WHEREAS the Government of [*the Hashemite Kingdom of Jordan*] (the "Government") has approved the provision of these development services by UNDP to the Recipient, through a cabinet decision and official correspondences (attached) between the UNDP and the Ministry of Local Administration,

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 [Amman, Jordan].

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 on or about [1<sup>st</sup> of June 2019] (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 [sixty 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 JOD 1,200,000 (4% of the (30,000,000) total cost of projects planned to be implemented).

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 [**five years**] 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. This agreement *shall not* prevent UNDP from completing the tasks listed under this agreement earlier than the completion date set for this agreement and in coordination with the Recipient.

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 (June 2019- June 2024) 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 REPRESENTATIVE IN JORDAN
Account Number	0250872003
Bank Name	Citi Bank
IBAN No	JO77CITI0010000000000250872003
Bank Address	Jordan, Amman, Shemaisani
SWIFT code	CITIJ0AXXX

#### 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:

Mrs. Sara Ferrer Olivella  
Resident Representative

For Recipient:

Eng. Walid Masri  
Minister of Local Administration

#### 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:

**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 2 June 2019 (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.

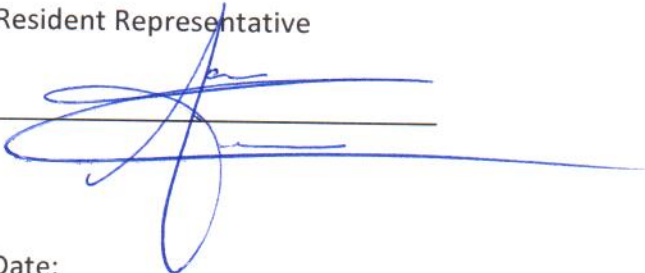
This Development Services Agreement may be extended by agreement of the Parties in accordance with the terms of this Agreement.

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

For and on behalf of:

The United Nations  
Development Programme, Jordan


H.E. Sara Ferrer Olivella  
Resident Representative



Date: \_\_\_\_\_

The Ministry Of Local Administration

H.E. Eng. Walid Al-Masri  
Minister of Local Administration



Date: \_\_\_\_\_





## Annex 1: DEVELOPMENT SERVICES DOCUMENT

Jordan

Summary of the development services to be provided:

In order to support the implementation of the National Municipal Solid Waste Management Strategy (NMSWMS) objectives as set out in the respective action plan (part of the NMSWMS), the European Union (EU) in December 2017 agreed to provide financing to the Government of Jordan (GoJ), as represented by the Ministry of Planning and International Cooperation (MoPIC) with the budget support action: *Support to the implementation of the National Municipal Solid Waste Management Strategy (CRIS Decision Number: ENI/2016/039-601 and ENI/2017/040-316)*. The total (maximum) estimated cost of this action is set at EUR 100,000,000. This budget support action is composed of: (a) the *budget support component* with a maximum EU contribution of EUR 40,000,000, which aims at sector reforms to strengthen the Solid Waste Management (SWM) sector, and (b) the *complementary support component* with a maximum EU contribution of EUR 60,000,000, which aims at incrementally improving solid waste facilities and implementing of priority investments in the SWM sector (new sanitary landfills, landfill upgrades and extensions, new transfer stations, improvement of old transfers stations; and the closure of the existing dumpsites).

The purpose of the strategy is to ensure in the coming five to seven years, the safe and sanitary disposal of Municipal Solid Waste (MSW). The specific objectives are to: (1) consolidate the existing regulatory framework to bring it in line with the objectives set in the national strategy (2) improve the transfer and disposal management system in the Central and Northern Regions (3) improve the socio-economic well-being and health status of informal waste pickers working in dumpsites (4) raise general awareness, understanding and knowledge about key municipal solid waste management issues amongst concerned segments of the society.

*Budget support component* in the EU grant agreement with GoJ for a total amount of EUR 40 million is proposed for achieving the first specific objective and part of the second specific objective. The general condition for disbursement of all tranches of the budget support is the satisfactory progress in implementation of the NMSWMS and continued creditability. The progress in the strategy implementation is measured by seven (7) performance-based indicators: (1) Objectives and principles of the SWM national strategy are incorporated in new and revised regulations and instructions; (2) Increased capacities for safe and sanitary disposal is improved; (3) Improved availability & quality of SWM data for monitoring & verification of environmental standards (SO2); (4) Institutional set-up of local, regional and national levels is improved; (5) Improvement cost recovery for solid waste disposal ; (6) Ensuring in the coming five to seven years, the efficient, safe and sanitary disposal of municipal solid waste in the country; (7) Improvement of overall environmental conditions, and quality of life of population by developing environmental and financial sustainable systems for SWM

Furthermore, the EU decided that part of the *complementary support component* will be implemented through the *Solid Waste Project* amounting to around EUR 55.3 Million and its management to be delegated to an external implementing agency. This includes three main components: (a) the implementation of infrastructure and facilities; (b) the support to the operation of the Solid Waste Management Directorate at Ministry of Local Administration (SWMD), (MoLA, as line Ministry in charge) to implement the respective, and (c) the capacity building activities to the benefit of stakeholders involved in the SWM sector.

Over the last three years, MoLA and UNDP have successfully implemented a number of projects and interventions in the field of solid waste management:

- Improving Solid Waste Management & Income Creation in Host Communities - Rehabilitation of Al Ekaider Landfill
- Solid Waste Transfer Station at Al Taybeh -Irbid
- Solid Waste Transfer Station and Sorting Center at Northern Shouneh -Irbid
- Promoting Innovative Composting of Livestock Manure and Organic Municipal Waste in Jordan through the Establishment of Pilot Windrow Composting Facility, at The Governorate of Mafraq
- Improving Solid Waste Management and Income Creation in Host Communities
- Capacity Building, Livelihood creation and Women Empowerment

These initiatives have been recognized for their positive social and environmental impact and contributed to the creation of job opportunities for tens of youth and women in the target area. Given UNDP's track record in the management and implementation of programmes in SWM the Government of Jordan has approached UNDP to support the implementation of the National solid waste management strategy.

**Development Services Title:** Technical Assistance for the Solid Waste Management Directorate at Ministry of Local Administration **Project Number:**

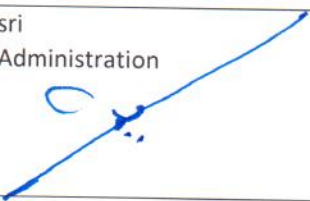
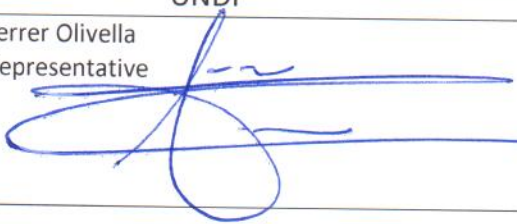
**Start Date:**

**End Date:**

<b>Recipient</b>	The Ministry of Local Administration
<b>Address</b>	Amman
<b>Phone / Fax</b>	962-6-4641393/ 962-6-4617138
<b>Email</b>	dewan@moma.gov.jo

<b>Total value*:</b>	1,200,000	JOD
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Agreed by (signatures)<sup>1</sup>:

Government	UNDP
Eng. Walid Al-Masri Minister of Local Administration 	Ms. Sara Ferrer Olivella Resident Representative 
Date:	Date:

<sup>1</sup> These signature boxes are only needed if Government must sign the development services project document. If government agreement is acknowledged another way, such as through the joint results group work plan, an exchange of letters or meeting minutes, then these boxes can be deleted





## I. Objectives and Scope of Work

Technical Assistance services will be provided by UNDP Jordan to the Solid Waste Management Directorate (SWMD) at MoLA, in conformity with the National Solid Waste Management Strategy.

UNDP Jordan's objective is to support the Solid Waste Management Directorate (SWMD) at MoLA, through overseeing the proper management of Contracts developed and tendered under the Solid Waste Project and to benefit stakeholders involved in the SWM sector in both infrastructure projects and capacity building activities.

In this way, UNDP Jordan, through its effective technical support to the SWMD, will support the MoLA in the effective implementation of the National Strategy for Solid Waste Management.

The activities of UNDP Jordan are intended to support and provide the SWMD with the proper technical staff and ensure that the capacities of the SWMD and the other concerned units at the ministry are appropriately developed.

The specific outcomes for UNDP Jordan support are the development services for the following:

- Construction of A Sanitary Landfill In Al-Azraq;
- Construction of A New Landfill In Ruwayshid, Mafraq Governorate;
- Closure of Al-Humra Landfill In Balqa;
- Implementation of projects related to the rehabilitation and construction of transfer stations in Tuqbul, Truck City, Ajloun, Az-Zarqa, Ar- Russayfeh, Al-Koura, Middle Shouneh, Al-Jizeh, and Ein al-Basha.

The final selection of projects (i.e. revisions to the list above) may vary depending on the priorities and targeted locations established by the UNDP Jordan team and the MoLA in line with the National Strategy.

UNDP Jordan's specific support is focused on enabling the SWMD in the following:

- Preparation of ToRs related to the aforementioned projects;
- Technical assistance related to the preparation of tender documents;
- Prepare Bill of Quantities;
- Participation in the evaluation of offers submitted in response to ToRs prepared by UNDP Jordan and advertised by MoLA;
- As member of the technical evaluation committees; Technical supervision of projects and activities that are relevant to the ToRs prepared by UNDP Jordan (for the rehabilitation and upgrading of existing transfer stations);
- Enabling knowledge and experience transfer between the UNDP Jordan team to the staff of the PIU through specialized training courses including capacity building in terms of operation of the aforementioned facilities in addition to on-the-job training;





- Deploy the necessary technical staff to help supervising the implementation of the above tasks, if the appointment of staff for the project is required, it would be coordinated through a dedicated joint committee.

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

- Delay in publishing tenders and delays in the evaluation processes.

Mitigation: UNDP Jordan team will technically directly assist the SWMD team following the commencement of the agreement through conducting two-days training in which all the measures and the procurement works will be introduced. Time management tools and instructions on management will also be given and reinforced at this time.

UNDP will report any delays in publishing tenders or evaluations in due time, and will not be responsible for any delayed deliverables as a result of this.

- Selection of vendors without the required expertise which will negatively affect the implementation in terms of time and quality of services provided.

Mitigation: Determination of the needed qualification and number of technical persons to be involved in carrying out the construction of, for example, transfer stations and similar issues will be discussed and agreed with MoLA from the start in order to adjust project planning and implementation. Furthermore, to request support from UNDP to outsource appropriate expertise for the proper selection of vendors. UNDP will join the technical evaluation committees to offer support whenever needed.

- Delay in submitting and approving the ESIA by the concerned authority.

MoLA to closely follow up with Ministry of Environment on the approval of ESIA submitted for interventions launched under the framework of this agreement. UNDP to support ensuring the proper quality of the final ESIA submitted for approval and that the assessment and mitigation measures included in the report are in line with the national legislations and take into account the social and environmental considerations.

UNDP will highlight issues encountered during the implementation and will update the risks on a regular basis and share them with the recipient.

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## III. Monitoring and Reporting Arrangements

Reporting Arrangements:

Proper documentation and filing of all relevant reports, minutes of meetings and any other documents to be in place and give access to authorized persons in the SWMD unit to access the tender documents.

UNDP will submit to the recipient quarterly and annual reports that will elaborate on the deliverables and tasks conducted by UNDP Jordan. The reports will also report on any risks and



challenges encountered during the implementation of the agreement and the recommendations and necessary measures to overcome them.

In order to ensure proper, follow up and implementation of the tasks listed under this agreement, address any risks, and to resolve any dispute that may occur, a SWM Oversight Board shall be established composed of authorized representatives of the two parties. The role of this board shall come into effect upon signing this agreement.





Deliverable(s)	INDICATORS	Expected Date of Achievement <sup>2</sup>
<b>Deliverable 1</b> Assessment report for the full design <sup>3</sup> and ESIA study submitted by the Consultancy firm selected by the Recipient for Azraq landfill and a review report for the tender documents of construction	<p><b>1.1</b> Reviewing of ESIA is conducted and assessment report for the full design is submitted.</p> <p><b>1.2</b> The tender documents of the construction works are reviewed and assessment report is submitted.</p>	01/09/2019
<b>Deliverable 2</b> Bill of Quantities and tender documents on the renovation works of two existing transfer stations	<b>2.1 Bill of quantities are submitted and approved for the two stations</b>	01/07/2019
<b>Deliverable 3</b> Monitoring visits and briefs on performance of the constructional contracting companies (For Azraq Landfill and the two TSs)	<b>2.2</b> Tender documents on the renovation works of two existing transfer stations are submitted	01/11/2019
<b>Deliverable 4</b> RFP documents for the design and ESIA for three new transfer stations	<b>3.1</b> Monitoring visits are regularly conducted and briefs are submitted on time.	01/10/2020
<b>Deliverable 5</b> On the job training on the landfills operations	<b>4.1</b> ESIA and design tender documents are published	01/07/2020
<b>Deliverable 6</b> Assessment report for the full design and ESIA study submitted by the Consultancy firm selected by the Recipient for the three new transfer stations, and a review report for the tender documents of construction	<p><b>4.2</b> Evaluation report for the offers received by bidders</p> <p><b>5.1</b> operational manual on best practices is developed</p> <p><b>5.2</b> 15 staff from the concerned entities at MoLA are equipped with the appropriate knowledge and expertise on sanitary landfills operation</p>	01/09/2020
<b>Deliverable 7</b> Monitoring visits and briefs on performance of the constructional contracting companies (for the three new transfer station)	<p><b>6.1</b> Reviewing of ESIA is conducted and assessment report for the full design is submitted.</p> <p><b>6.2</b> The tender documents of the construction works are published</p>	01/12/2020
<b>Deliverable 8</b> Bill of Quantities and tender documents on the renovation works of three	<b>7.1</b> Regular monitoring visits conducted to the target sites and monitoring briefs are submitted on the performance of the contracted firms	01/04/2021
	<b>8.1</b> Bill of quantities are submitted and approved for the three stations	01/06/2021
		01/04/2022
		01/02/2021

<sup>2</sup> These are indicative dates

<sup>3</sup> The responsibility of approving and endorsing the final full design is that of MoLA.

existing transfer stations	8.2 Tender documents on the renovation works of three existing transfer stations are submitted	01/04/2021
<b>Deliverable 9</b> Monitoring visits and briefs on performance of the constructional contracting companies (for the existing three TS)	9.1 Regular monitoring visits conducted to the target sites and monitoring briefs are submitted on the performance of the contracted firms.	30/12/2021
<b>Deliverable 10</b> RFP documents for the design and ESIA for the closure of a dump site	10.1 ESIA and design tender documents are published	01/10/2021
<b>Deliverable 11</b> Assessment report for the full design and ESIA study submitted by the Consultancy firm selected by the Recipient for the closure of the dump site with reviewing report for the tender documents of construction	10.2 Offers received by bidders are reviewed	30/12/2021
	11.1 Reviewing of ESIA is conducted and assessment report for the full design is submitted.	01/08/2022
<b>Deliverable 12</b> Monitoring visits and briefs on performance of the constructional contracting companies (for the closure of the dump site)	11.2 The tender documents of the construction works are published	01/10/2022
	12.1 Regular monitoring visits conducted to the target sites and monitoring reports are submitted on the performance of the contracted firms	01/08/2023
<b>Deliverable 13</b> RFP documents for the design and ESIA for the construction of a new landfill	13.1 ESIA and design tender documents are published	01/08/2022
	13.2 Offers received by bidders are reviewed	30/10/2022
<b>Deliverable 14</b> Assessment report for the full design and ESIA study submitted by the Consultancy firm selected by the Recipient for the construction of a new landfill with a review report for the tender documents of construction	14.1 Reviewing of ESIA is conducted and assessment report for the full design is submitted	01/06/2023
	14.2 The tender documents of the construction works are published	01/08/2023
<b>Deliverable 15</b> Monitoring visits and briefs on the constructional contracting companies (for the construction of a new landfill)	15.1 Regular monitoring visits conducted to the target sites and monitoring reports are submitted on the performance of the contracted firms	15/03/2024





**IV. Multi-Year Work Plan/Budget <sup>4</sup>**

All anticipated programmatic and operational costs to support the development service, need to be identified, estimated and fully costed in the budget. Time intervals are annual, each year starting at 02/June of the respective year (2019, 20, 21, 22, 23) where the timing ends on 02/June 2024)

EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing[1]					PLANNED BUDGET[2]		
		T1	T2	T3	T4	T5	Budget Description	Amount (USD)	Amount (JOD)
<b>=Deliverable 1:</b> Assessment report for the full design and ESIA study submitted by the Consultancy firm selected by the Recipient for Azraq landfill with a review report for the tender documents of construction	1.1 Review the reports related to ESIA and design and providing comments/inputs						2%	33,890	23,994
	1.2 Ensure that the final deliverable (study under consideration) meets the scope of work of the ToRs						1.33%	22,593	15,996
<b>Sub-Total for Deliverable 1</b>								56,483	39,990

<sup>4</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

EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing[1]				PLANNED BUDGET[2]	
<b>Deliverable 2:</b>	2.1 Prepare BoQ for the rehabilitation of two existing transfer stations				3.80%	63,559	45,000
Bill of Quantities and tender documents on the renovation works of two existing transfer stations	2.2 Prepare tender documents for the rehabilitation of two existing transfer stations				1.70%	28,249	20,000
<b>Deliverable 3:</b>		<b>Sub-Total for Deliverable 2</b>					
<i>Monitoring visits and briefs on performance of the constructional contracting companies (For Azraq Landfill and the two existing TSs)</i>	3.1 Review the construction work reports and providing comments/inputs including conducting site visits				9.60%	162,712	115,200
	3.2 Participate in the handover of the construction works				2.40%	40,678	28,800
<b>Deliverable 4:</b>		<b>Sub-Total for Deliverable 3</b>					
RFP documents for the design and ESIA for three new transfer stations	4.1 Prepare the RFP documents for the design for new three transfer stations					203,390	144,000
							24,000

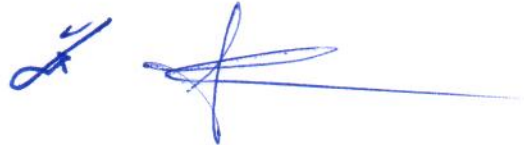




EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing[1]			PLANNED BUDGET[2]		
	4.2 Prepare the RFP documents for the ESIA for new three transfer stations			2%	33,898	24,000	
				2%	33,898		
		<b>Sub-Total for Deliverable 4</b>			67,797	48,000	
<b>Deliverable 5:</b>	On the job training on the landfills operations						
	5.1 Prepare a capacity building needs assessment			1.50%	25,424	18,000	
	5.2 develop capacity development program and conduct on the job training on the landfills and transfer stations operations			2.50%	42,373	30,000	
		<b>Sub-Total for Deliverable 5</b>			67,797	48,000	
<b>Deliverable 6:</b>				0.33%	5,648	3,999	



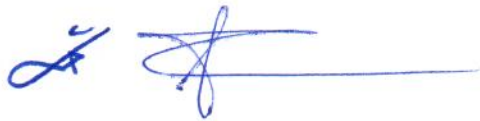
EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing[1]				PLANNED BUDGET[2]	
Assessment report for the full design and ESIA study submitted by the Consultancy firm selected by the Recipient for the three new transfer stations with a review report for the tender documents of construction	6.1 Review the reports and providing comments/inputs			4%	67,782	47,990	
	6.2 Ensure that the final deliverable (study consideration) meets the scope of work of the ToRs			1%	16,951	12,001	
<b>Sub-Total for Deliverable 6</b>							63,990
<b>Deliverable 7:</b> Monitoring visits and briefs on performance of the constructional contracting companies (for the three new transfer station)	7.1 Review the reports and providing comments/inputs, conducting site(s) visits			8.66%	146,891	103,999	
7.2 Participate in the substantial handover of the construction works				0.90%	15,256	10,801	





EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing[1]	PLANNED BUDGET[2]
<b>Sub-Total for Deliverable 7</b>			
<b>Deliverable 8:</b> Bill of Quantities and tender documents on the renovation works of three existing transfer stations	8.1 Prepare BoQ for the rehabilitation of existing three transfer stations		162,147
	8.2 Prepare tender documents for the rehabilitation of existing three transfer stations	5.03%	85,192
		0.89%	15,034
<b>Sub-Total for Deliverable 8</b>			
<b>Deliverable 9:</b> Monitoring visits and briefs on performance of the constructional contracting companies (for the existing three TS) Like 7	9.1 Review the reports and providing comments/inputs, with direct support for supervision		100,226
	9.2 Participate in the substantial handover of the construction works	12%	203,388
		1.28%	21,753
<b>Sub-Total for Deliverable 9</b>			
<b>Deliverable 10:</b>	10.1 Prepare the	1%	225,141
			159,400

EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing[1]				PLANNED BUDGET[2]	
RFP documents for the design and ESIA for the closure of a dump site	RFP documents for the design for the closure of a dump site					16,949	12,000
	10.2 Prepare the RFP documents for the ESIA for the closure of a dump site				1%	16,949	12,000
	10.3 organise relevant stakeholders consultation meeting (MoEnv and MoLA)				0.17%	2,825	2,000
<b>Sub-Total for Deliverable 10</b>						36,723	26,000
<b>Deliverable 11:</b> <i>Assessment report for the full design and ESIA study submitted by the Consultancy firm selected by the Recipient for the closure of the dump site with a review report for the tender documents of construction</i>	11.1 Receive reports related to ESIA and design				0.33%	5,648	3,999





EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing[1]			PLANNED BUDGET[2]		
	11.2 Review the reports and providing comments/inputs		3.08%	52,246	36,990		
	11.3 Ensure that the final deliverable (study under consideration) meets the scope of work of the ToRs		3.08%	52,247	36,991		
<b>Sub-Total for Deliverable 11</b>							
<b>Deliverable 12:</b>	Monitoring visits and briefs on the performance of the constructional contracting companies (for the closure of the dump site)			110,141	77,980		
		12.1 Review the reports and providing comments/inputs, site visits		9.33%	158,127	111,954	
		12.2 Participate in the substantial handover of the construction works		1.25%	21,258	15,051	
<b>Sub-Total for Deliverable 12</b>							
<b>Deliverable 13:</b>	RFP documents for the design and ESIA for the construction of a new landfill			179,386	127,005		
	13.1 Prepare the RFP documents for the design for a new landfill		1.99%	33,729	23,880		



EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing[1]	PLANNED BUDGET[2]
	13.2 Prepare the RFP documents for the ESIA for a new landfill	2%	33,898
			24,000
<b>Sub-Total for Deliverable 13</b>			
			67,627
			-
<b>Deliverable 14:</b> Assessment report for the full design and ESIA study submitted by the Consultancy firm selected by the Recipient for the construction of a new landfill with a review report for the tender documents of construction	14.2 Review the reports and providing comments/inputs	2.91%	49,421
			34,990
	14.3 Ensure that the final deliverable (study under consideration) meets the scope of work of the ToRs	0.42%	7,062
			5,000
<b>Sub-Total for Deliverable 14</b>			
			56,483
<b>Deliverable 15:</b>	15.1 Receive	0.33%	
			39,990



EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing[1]				PLANNED BUDGET[2]	
Monitoring visits and briefs on performance of the constructional contracting companies (for the construction of a new landfill)	reports related to the construction works					5,648	3,999
15.2	Review the reports and providing comments/inputs, site visits				9%	152,479	107,955
15.3	Participate in the substantial handover of the construction works				1.25%	21,258	15,051
<b>Sub-Total for Deliverable 15</b>						179,386	127,005
<b>Total</b>						1,694,915	1,200,000



## Annex 2

### SCHEDULE OF PAYMENT

*[In this section provide detailed breakdown of the fee or cost (if relevant) for delivering the service]*

- 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.



The formats shown on the following pages are suggested for use as a guide in preparing the Schedule of Payments. The formats below include specific expenditures, which may or may not be required or applicable but are indicated to serve as **examples**.

**A. Fee and Expenses Breakdown per Deliverable\***

	Deliverables	Percentage of Total Fee + Expenses (Weight payment) for	Fee + Expenses (Lump Sum, All Inclusive) in USD	Fee + Expenses (Lump Sum, All Inclusive) in JOD	Payment Timing (Date)
1	Deliverable 1	3.3325%	56483.05	39990	2 <sup>nd</sup> of June 2019
2	Deliverable 2	5.4167%	91807.91	65000	2 <sup>nd</sup> of June 2019
3	Deliverable 3	12%	203389.8	144000	2 <sup>nd</sup> of June 2019
4	Deliverable 4	4%	67796.61	48000	2 <sup>nd</sup> of June 2019
5	Deliverable 5	4%	67796.61	48000	2 <sup>nd</sup> of June 2019
6	Deliverable 6	5.3325%	90381.36	63990	2 <sup>nd</sup> of June 2019
7	Deliverable 7	9.5667%	162146.9	114800	2 <sup>nd</sup> of June 2019
8	Deliverable 8	5.9133%	100226	70960	28 Feb 2020
9	Deliverable 9	13.283%	225141.2	159400	28 Feb 2020
10	Deliverable 10	2.1667%	36723.16	26000	28 Feb 2020
11	Deliverable 11	6.4983%	110141.2	77980	28 Feb 2020
12	Deliverable 12	10.584%	179385.6	127005	28 Feb 2021
13	Deliverable 13	3.99%	67627.12	47880	28 Feb 2021
14	Deliverable 14	3.3325%	56483.05	39990	28 Feb 2021
15	Deliverable 15	10.584%	179385.6	127005	15 Mar 2022
	Total	100%	USD 1,694,915	JOD 1,200,000	

\*Basis for payment tranches



**1) Out of Pocket Costs**

*Any logistics and non-technical costs not mentioned in this agreement will be covered by the Recipient.*

A handwritten signature in blue ink, consisting of a stylized initial 'A' followed by a long horizontal line.

### **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:**

For Accountability and Transparency purposes, 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 facilitate 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, and ensuring absolute cooperation by the Ministry staff for the fulfillment of this agreement's scope. 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, and the consent of the recipient will be required for proceeding with any such third party agreement, where the Ministry will not bear any additional financial commitments in this regard. 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 Jordanian Dinars (JOD) 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 JOD), 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, excluding delays resulted from force majeure.

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. In general, there will be no compensation unless in case of direct financial damages, and as agreed by the two parties.

(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,

**15.2.2.2** any 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.

