

AGREEMENT

Agreement No. # ME-T1448-P001

DS
UE

This agreement (hereinafter the “Agreement”) is between the **United Nations Development Programme**, an international, intergovernmental organization (hereinafter the “UNDP”), and the **Inter-American Development Bank**, a public international organization (hereinafter the “Bank” and collectively with the UNDP, the “Parties”).

DS
ss

The UNDP is presently engaged in providing services for the Bank, as further defined below.

The Bank has selected the UNDP to furnish that work, to be performed under the terms and conditions of this Agreement.

Therefore, the Parties agree as follows:

1. SERVICES

“Services” are defined as the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the UNDP in accordance with the terms of this Agreement including its Annexes and in the context of UNDP project **Pilot programs for the reduction of procedural lags in Labor and Arbitration Boards and the design and implementation of an integral online training model for socio-emotional skills and the employability of youth enrolled to “Jóvenes Construyendo el Futuro”**.

1.1 (the “Project”).

1.2 Services for this Agreement is to be conducted as specified in the terms of reference incorporated herein as Annex A, and as further detailed in UNDP proposal for the performance of the Work, incorporated herein as Annex B, and will be paid for by the Bank to UNDP as detailed in the schedule of payments indicated in Annex A, all documents which are made an integral part of this Agreement.

2. PERIOD OF PERFORMANCE AND COST

2.1 Period of Performance of the Services: **September 15, 2021 to February 15, 2023.**

2.2 Cost Contribution: **USD \$280,000.00**

3. RELATIONSHIP OF PARTIES AND OTHER CONSIDERATIONS

The UNDP is an entity separate and distinct from the Bank which has no legal status connected with, or dependent upon, the Bank. All personnel of the UNDP engaged in performing Services are employees of the UNDP for all purposes and will under no circumstances be deemed to be employees of the Bank, and no personnel of the Bank is considered, for any purposes whatsoever, as employees of the UNDP. Procurement of goods, services shall be conducted by UNDP in accordance with UNDP Regulations and Rules and procedures exclusively. Asset disposal, accounting, operational exchange rate and project management shall be implemented by UNDP in accordance with UNDP Regulations and Rules and procedures exclusively. UNDP shall charge to the contribution under this Agreement a General Management Support Service fee or indirect cost rate (“GMS”) in accordance with UNDP’s cost recovery. UNDP shall not pre-finance the Services under the Agreement. If unforeseen increases in expenditures or

commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), and additional funding is not available, UNDP may reduce, suspend or terminate the Services in consultation with the Bank.

DS
UE

4. SUB-CONTRACTING

With prior written approval of the Bank, the UNDP shall undertake any subcontracting of the Services in accordance with its own applicable rules and procedures. The UNDP shall properly direct and control its sub-contractors and have full responsibility for all Services, whether performed by the UNDP or any of its sub-contractors, ensuring that any and all sub-contractors are bound to the terms and conditions of this Agreement.

DS
UE

5. IMMUNITIES

5.1. Nothing in this Agreement restricts, limits or defeats, or may be construed as a waiver, renunciation or any other modification of, any of the rights, privileges, immunities or exemptions of any Party hereto or its personnel under its organizational documents, or any treaty or domestic or international law, including, without limiting the generality of the foregoing, the rights, privileges, immunities and exemptions of the Bank under the Agreement Establishing the Inter-American Development Bank or the rights, privileges, immunities and exemptions of the United Nations, including UNDP, under the Convention on the Privileges and Immunities of the United Nations (the “Rights, Privileges, Immunities or Exemptions”). Each Party shall promptly inform the other in cases where public authorities or private concerns refuse to recognize a Party’s Rights, Privileges, Immunities or Exemptions and/or in cases where any court, government agency, law, rule or regulation requires one Party to divulge Confidential Information (as defined below) of the other Party, so that the concerned Party can take the actions it deems appropriate to protect such Rights, Privileges, Immunities or Exemptions and/or its Confidential Information. Nothing herein precludes a Party from taking whatever actions are necessary to prevent immediate, irreparable harm to its Rights, Privileges, Immunities or Exemptions.

5.2. The Parties are exempt by law from payment or collection of all direct taxes.

6. CONFIDENTIALITY

6.1 The Parties and their respective officers, consultants, employees and agents recognize that in discharging their obligations pursuant to this Agreement, each may obtain or have access to privileged, confidential and/or proprietary information of the other Party or of another but in possession of such Party, including without limitation each Party’s financial, statistical, marketing, business and personnel information, projections, plans, forecasts, reports, service capabilities or any other data or information collected and gathered in the provision of the Services and relating to each Party’s business, and any information whether written or oral identified as confidential by the disclosing Party is confidential information of that Party (the “Confidential Information”). Under no circumstances, except with the disclosing Party’s express and written permission, and other than as expressly required to provide the Services described in Annex A to this Agreement, shall the receiving Party and its officers, consultants, employees or agents copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose to any person or organization, in any manner or form, now or after the expiration of the Agreement, such Confidential Information or any part thereof. Confidential Information does not include information in the possession of the receiving Party that (i) is not subject to an obligation of confidentiality; (ii) subsequently is provided by a third-party not known to be under an obligation of confidentiality; (iii) becomes publicly available through no fault of the receiving Party; (iv) is independently developed without reliance on the Confidential Information; and/or (v) is required to be disclosed by law, rule, regulation or litigation hereto, subject to the provisions on section 5.1 above. Further, the exchange of Confidential Information between the Parties will also be subject to the provisions established in the “Agreement for Cooperation and Sharing

of Information” signed between the Bank, through its Office of Institutional Integrity (OII), and the UNDP effective as of August 12, 2014 (the “ACSI”), all of which are incorporated by reference into this Agreement. In the event there is any inconsistency between the ACSI and the provisions of this Agreement, the latter shall govern.

DS
CE

6.2. Upon request of a Party or upon completion of the Services, the other Party shall immediately return at its own expense all of the requesting Party’s Confidential Information and any other documents or data and all copies thereof.

7. RIGHTS IN INTELLECTUAL PROPERTY

7.1 Any use of the name or logos of the Bank by UNDP for any purpose whatsoever requires approval in advance by the Bank, in writing, which may be revoked at any time by the Bank and cannot be applied for commercial purposes. Any use of the UNDP name or logos by the Bank for any purpose whatsoever requires approval in advance by UNDP, in writing, which may be revoked at any time by UNDP and cannot be applied for commercial purposes. UNDP acknowledges the Bank’s need per the Bank’s rules and procedures to publish the award of the Services and UNDP hereby agrees to the Bank’s use of UNDP’s name and logos for that purpose.

DS
ss

7.2. The Bank shall own any and all intellectual property rights, including but not limited to copyright, in relation to and/or arising out of the following deliverables to be produced by UNDP and approved by the Bank under this Agreement (the “Deliverables”). For the avoidance of doubt, the Parties hereby agree and acknowledge that the Bank shall have the right to use, copy, distribute, reproduce, publicly display and perform the Deliverables as well as to create any derivative works (including without limitation translations) thereto.

7.3. The Deliverables, once approved by the Bank, shall be licensed to UNDP for any non-commercial purpose. For the avoidance of doubt, the Parties hereby agree and understand that UNDP shall have on the Deliverables a non-exclusive, royalty-free license to use and further license (including but not limited to the Government of the beneficiary country).

7.4. UNDP hereby agrees to undertake any and all activities, including without limitation execution of documents and consultations with legal experts, if applicable, to ensure the transfer of any and all intellectual property rights, including without limitation copyright, associated with or in relation to the Deliverables so as for ownership, right and title of said Deliverables to vest solely in the Bank.

7.5. Notwithstanding anything to the contrary herein, UNDP shall retain ownership and/or control, as applicable, of all proprietary data, software, concepts, methods, techniques, processes, protocols, adaptations, ideas, formulas, databases, knowhow, tools and trade secrets owned by or licensed to UNDP prior to this Agreement (the “UNDP IP”).

7.6. To the extent that any UNDP IP becomes incorporated into the Deliverables or is otherwise provided to the Bank in the performance of this Agreement, the Bank shall have a royalty-free, irrevocable, non-exclusive, worldwide license to (i) use, copy, distribute, reproduce and publicly display, publish and perform such UNDP IP; and (ii) modify and create derivative works, including without limitation adaptations and translations, of such UNDP IP.

8. WARRANTIES

8.1. The UNDP is experienced in and familiar with all aspects of the Services to be provided under the terms of this Agreement.

8.2. The UNDP shall require each of its officers, consultants, employees or agents performing Services to abide by the confidentiality obligations established in Article 6 of this Agreement.

8.3. The UNDP is properly qualified, equipped, organized and financially able to perform the Services in accordance with all applicable laws, ordinances, codes and regulations.

8.4. The UNDP has the full legal right and corporate power and authority to enter into and perform all its obligations under this Agreement.

8.5. The UNDP personnel used in the performance of the Services hereunder has the qualifications, skills and experience necessary to perform the Services and will have the work record as represented to the Bank.

8.6. Any product, equipment, software, methodology, design, device, material, process, report, trademark, documentation or information provided by the UNDP to the Bank or used in connection therewith does not violate or infringe upon any patent, copyright, trade secret or other proprietary right of any third party.

9. FRAUD and CORRUPTION

9.1 In the event that the UNDP becomes aware of information that indicates that (i) a Prohibited Practice under the policies of the Inter-American Development Bank Group, or (ii) a violation of the United Nations Standards of Conduct, UNDP regulations and rules, or UNDP policies and procedures, may have occurred, it will, to the extent the information relates to actions within the authority or accountability of the UNDP, take timely and appropriate action in accordance with its applicable regulations, rules and administrative instructions, to investigate this information.

9.2 To the extent that an UNDP investigation confirms that corrupt, fraudulent, collusive, obstructive or coercive practices have occurred and to the extent that remedial action is within the authority of the UNDP, the UNDP will take timely and appropriate action in response to the findings of such investigation, in accordance with its accountability and oversight framework and established procedures. Further, to the extent consistent with the UNDP's accountability and oversight framework and established procedures, it will keep the Bank, through its Office of Institutional Integrity, regularly informed, by agreed means, as soon as any investigation has been initiated pursuant to Article 9.1 and of any remedial action taken pursuant to this Article 9.2, and the results of the implementation of such actions, including, when applicable, details of any recovered amounts.

9.3 In the event that the Bank reasonably believes that the UNDP's actions taken pursuant clause 9.1 and 9.2 have not been sufficient to enable the Bank to fulfil its fiduciary obligations, the Bank may:

- (i) request direct consultations at a senior level between the Bank and the UNDP to obtain assurances with respect to UNDP's actions, in a manner consistent with the UNDP's oversight and accountability framework. Such direct consultations may result in an understanding between the UNDP and the Bank on any further actions to be taken and the timeframe for such actions; and

DS
UE

DS
ss

DS
UZ

- (ii) terminate this Agreement by giving written notice to the UNDP, provided no understanding is reached between the Bank and the UNDP after exhausting the steps described in Article 9.3 (i).

9.4 UNDP shall have no authority to investigate information relating to possible corrupt, fraudulent, coercive, obstructive or collusive practices by officials or consultants of the Bank. Any such allegations/information shall be timely communicated to the Bank for appropriate action in accordance with the Banks policies and procedures.

DS
uz

9.5 Nothing in this Agreement waives or limits any right or authority of the Bank to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, and to sanction or take remedial action against any such third party in accordance to the Bank’s policies and procedures.

10. PERSONNEL OF THE UNDP

10.1 The UNDP shall supervise the performance of the Services by its personnel and its subcontractors to ensure compliance with the Agreement, including all specifications and schedules.

10.2 The UNDP shall assume full responsibility for any and all liability to its employees on account of injury, disability, and death resulting from, or sustained by, said employees in the performance of the Services defined herein.

10.3 In the event that the Bank has a concern about the performance of UNDP personnel, the Bank will notify the UNDP, which will make all reasonable efforts to assign new personnel for performance of the Services. If during this Agreement the UNDP at its own initiative removes or replaces key personnel involved in the Services, the UNDP will make all reasonable efforts to bring such newly assigned personnel to a productive status as soon as possible.

10.4 The UNDP shall use reasonable efforts to ensure that all key and/or onsite UNDP personnel and/or subcontractors performing Services are not relatives¹ of an active Bank employee or subject to any work restrictions by virtue of his/her former employment with the Bank. If it becomes known that any of the UNDP’s key and/or onsite personnel and/or subcontractors performing the Services is a Bank relative, the UNDP will promptly replace such personnel with one having equivalent skills at no additional cost to the Bank.

11. PERFORMANCE STANDARDS

11.1. The UNDP shall perform the Services hereunder with care, skill and diligence in accordance with the standards of professional competence, skill, care and integrity, having due regard for the nature and purposes of the Bank and the UNDP as international organizations and to ensure that any UNDP official assigned to perform any of the Services will conduct himself in a manner consistent therewith. The UNDP shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services.

¹ “Relatives” shall be understood as spouse, Bank-registered domestic partner, mother, father, brother, sister, child, uncle, aunt, nephew, niece, (son-daughter-brother-sister) in law, grandparent, grandchild, first cousin, step- (parent-children-brother-sister), (parent or grandparent)-in law, and spouses of brothers-in-law or sisters-in-law, great (grandchild –uncle-aunt-nephew-niece-grandparent)

11.2. In the event the Bank has a concern about the performance of the Services or with regards to any experts assigned by the UNDP for the purpose thereof, the Bank will notify the UNDP, which will undertake appropriate actions to ensure satisfactory performance and this shall be considered an eligible cost.

DS
UZ

11.3. The UNDP shall undertake all its activities under this Agreement in accordance with its rules and regulations. It is understood that compliance with UNDP's rules and regulations does not represent a reason for UNDP to breach this Agreement.

11.4. The UNDP shall give the Bank access at all times to the deliverables, wherever they may be in progress or preparation. The Bank has the right to comment at any time on any of the Products and the UNDP's performance, as well as to request modifications in performance and in preparation of the Services.

DS
W

12. REPORTING AND AUDIT

12.1. Reporting (financial and narrative) by the UNDP to the Bank under this Agreement shall follow the formats and practices of UNDP Financial Regulations and Rules and procedures.

12.2 The UNDP shall keep and maintain accurate accounts and records with respect to the services hereunder, in accordance with internationally accepted accounting principles, and in such form and detail as will clearly identify all relevant charges and costs and the bases thereof. The UNDP shall ensure that the audit of the Services is governed according to its financial regulations and rules. Throughout the period covered by the Agreement, the UNDP shall make available to the Bank a copy of its biennial financial statements, as audited by the United Nations Board of Auditors and as reported to the General Assembly. The UNDP shall preserve all accounts and records relating to this Agreement for a period of three (3) years after final payment under this Agreement.

13. ARBITRATION

13.1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing. Any amicable settlement between the Parties must be reached within sixty (60) days after receipt by one Party of the other's written request for amicable settlement.

13.2. If the Parties are unable to amicably settle the dispute, controversy, or claim arising out of the Agreement or the breach, termination, or invalidity thereof as indicated in Article 13.1, then the Parties shall refer it to arbitration in accordance with the UNCITRAL Arbitration Rules. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. 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, 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.

14. GOVERNING LAW

This Agreement shall be governed by general principles of international commercial law, to the exclusion of any single national system of law.

DS
UE

15. LIABILITY

The Bank, its directors, officers, employees, agents and invitees have no responsibility whatsoever vis-a-vis the UNDP or the UNDP's employees, agents or representatives, with respect to any claims, losses, liabilities, procedures, sanctions, causes of action, judgments, damages, costs and/or expenses, including but not limited to reasonable attorneys' fees, arising from or in connection with the execution, delivery, execution or fulfillment of this Agreement, including but not limited to any unauthorized use or disclosure of Confidential Information or proprietary information of the Bank, except for claims, responsibilities, losses, damages, costs or procedures, sanctions or expenses derived from negligent acts or omissions of the Bank, as determined by the arbitral process outlined in Article 13 of this Agreement, in which case the Bank shall have responsibility.

DS
u

16. INSURANCE

16.1. The UNDP is responsible for maintaining adequate insurance or self-insuring in relation to its staff and operations, as set out in the UNDP's rules and regulations and the decisions of its governing bodies. The Bank undertakes no responsibility in respect of life, accident, travel, health or any other insurance coverage for the officers, employees, agents and subcontractors of the UNDP or for the dependents of any such persons.

16.2. Nothing in any other provision of the entire Agreement between the UNDP and the Bank shall be interpreted as diminishing legal responsibility.

17. NOTICES

Any notice or request required to be given or made under this Agreement shall have been duly made or given when delivered by hand or by certified mail to the party addressed as follows:

INTER-AMERICAN DEVELOPMENT BANK

Name: **Ernesto Hugo Stein**

Title: **Mexico Representative**

Phone and e-mail: **+52 5591386200 cmecorr@iadb.org**

Address: **Paseo de la Reforma 222, Torre I, Piso 11, Col. Juárez, Alcaldía Cuauhtémoc, C.P. 06600, CDMX, México**

UNITED NATIONS DEVELOPMENT PROGRAMME

Name: **Lorenzo Jimenez Luis**

Title: **Legal Representative**

Phone and e-mail: **+52 55 40009881 carlos.cortes-zea@undp.org**

Address: **Montes Urales 440, Lomas de Chapultepec, Alcaldía Miguel Hidalgo, C.P. 11000, CDMX, México.**

18. MODIFICATIONS, EXTRAS AND AMENDMENTS

The Parties shall make all amendments and/or revisions for modifications, additions, or deletions to this Agreement in writing. The UNDP will provide a written proposal for any contemplated change which will

DS
CE

not be effective until accepted in writing by the Administrative Services and Corporate Procurement Division within Budget and Administrative Services Department (BDA/ACP). In the event the UNDP effects any changes at the direction of any Bank personnel other than BDA/ACP personnel, such changes shall be deemed to have been made without proper authority and no adjustment will be made in the Agreement to cover any increase in costs incurred as a result thereof.

DS
//

19. ELECTRONIC SIGNATURE

This Agreement may be electronically signed. Any electronic signature on this Agreement, or on any purchase order, amendment, notice or other document under this Agreement, shall be deemed an original handwritten signature for purposes of validity and enforceability. Either party may withdraw its consent to receive electronically signed documents under this Agreement at any time by notifying the other party.

20. SUSPENSION AND TERMINATION

The Bank may terminate this Agreement in whole or in part for its convenience upon thirty (30) days written notice to the UNDP of its intent to terminate and shall pay the UNDP for Services duly performed up to the date of such termination. Furthermore, the Bank may terminate this Agreement, by giving and upon thirty (30) days written notice to the UNDP, if: 1) By reason of strike, war, riots, national emergency, natural catastrophe, or Acts of God, performance by the UNDP of its obligations hereunder is substantially impaired for a prolonged period of time, 2) the UNDP makes assignment of or subcontracts any of its obligations or rights under this Agreement without the Bank's prior written consent; 3) the UNDP fails to correct any breach of contract within ten (10) days after receipt of written notice of such breach by the Bank; 4) the UNDP and the Bank fail to reach mutual agreement regarding any modification contemplated to this Agreement; 5) the UNDP has failed to maintain appropriate standards of performance as required by the terms of this Agreement and has failed to respond appropriately to a request for modification of such performance; 6) the steps described in Article 9.3 (i) have been exhausted between the Parties and the Bank decides to exercise its right to terminate this Agreement, in accordance with Article 9.3 (ii); or 7) the UNDP's ability to perform is diminished due to unforeseen events. The Bank may also, at its full discretion, temporarily suspend payments to the UNDP if any of the above numbered causes have materialized. All suspended payments will resume if the Parties agree in writing that said causes have been opportunely amended. UNDP shall only reimburse recovered non-spent/non-committed amounts. In the event the Agreement is terminated by the Bank due to the above numbered causes, the Bank will only honor financial commitments and expenditures incurred by UNDP and will make the corresponding payments related to such financial commitments and expenditures incurred by the UNDP.

21. PAYMENT

The UNDP shall be paid in accordance with the terms set forth in Annex B and upon submission of a properly documented request for payment which properly reflects the products or services to be delivered and accepted by the Bank in accordance with the terms of this Agreement.

22. REPORTING

The UNDP and the Bank shall mutually agree to the frequency of meetings and reports required to monitor and track the activities of this Agreement, however it shall be the UNDP's responsibility for ensuring that such meetings are conducted and such reports are submitted to the Bank. The Parties acknowledge and agree that the final certified financial report shall be issued on 30 June of the following year after completion of the Project.

23. ASSIGNMENT

Neither party shall assign this Agreement in whole or in part, or any of its responsibilities and obligations hereunder, without the prior written consent of the other party.

24. SEVERABILITY

If any provision of this Agreement is declared invalid by an arbitrator, the remaining provisions shall not be affected thereby and shall remain in full force and effect.

25. NO WAIVER

Except as otherwise specifically provided in this Agreement, a waiver by either Party of any breach of any provision of this Agreement, or either Party's decision not to invoke or enforce any right under this Agreement, will not be deemed a waiver of any right or subsequent breach, and all provisions of this Agreement will remain in force.

26. NONEXCLUSIVITY

Nothing in this Agreement will be construed to restrict the Bank's soliciting, purchasing or performing work similar or identical to the Services being performed by the UNDP. Similarly, nothing in this Agreement will be construed as restricting the UNDP's right to enter into similar agreements with other entities.

27. INTEGRATION

The terms and conditions of this Agreement including any attachments incorporated herein and attached hereto, embody the whole of the Agreement. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

28. ORDER OF PRECEDENCE

In the event of conflict among any terms and conditions of this Agreement, the provisions contained in this Agreement shall govern.

28. EFFECTIVENESS

This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement.

Each party is signing this Agreement on the date opposite that party's signature.

INTER-AMERICAN DEVELOPMENT BANK

UNITED NATIONS DEVELOPMENT PROGRAMME

DocuSigned by:
Ernesto Stein
5F8215D74953432...
Ernesto Hugo Stein

DocuSigned by:
Lorenzo Jimenez de Luis
F9BDC5B325784D4...
Lorenzo Jiménez de Luis

Date

Date