

*Public disclosure is authorized after the signing*

**AGREEMENT  
FOR DELIVERY OF OUTPUTS**

*№ 13 08.04.2020*

**Project Name: *Serving People, Improving Health Project***  
**Loan No. *8475-UA***  
**Reference No. *DC-3.5.1***

**Project Closing Date: *September 30, 2020***  
**Financing Agreement Closing Date: *January 30, 2021***

**between**

**THE MINISTRY OF HEALTH OF UKRAINE**

**and the**

**UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**



**МІНІСТЕРСТВО  
ОХОРОНИ  
ЗДОРОВ'Я  
УКРАЇНИ**

## FORM OF AGREEMENT

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between the **MINISTRY OF HEALTH OF UKRAINE** (the “**MOH**”), within the framework of the Loan Agreement for Serving People, Improving Health Project between the Government of Ukraine (the “**Government**”) and the International Bank for Reconstruction and Development, and the **UNITED NATIONS DEVELOPMENT PROGRAMME**, a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States under the Charter signed on 26 June 1945, with its headquarters at 1 UN Plaza in New York, New York, 10017, USA (“**UNDP**” or the “**UN Partner**”), together with the Government, the “**Parties**” and each a “**Party**”).

### WHEREAS

- A. UNDP, a subsidiary organ of the United Nations, serves in many respects as the operational arm of the United Nations at the country level and cooperates with the Government and development partners to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law. UNDP and the Government cooperate with respect to the formulation, adoption and implementation of the Government’s development policies, programmes and projects, towards achieving enhanced levels of inclusive and sustainable development of Ukraine, in accordance with the Standard Basic Assistance Agreement or the basic agreement governing UNDP’s assistance to the country (the “**Basic Agreement**”).
- B. The Government, through the Ministry of Health of Ukraine, working with its development partners, including UNDP and the World Bank (the “**Bank**”) <sup>1</sup>, has developed and is implementing Serving People, Improving Health Project (the “**Project**”). The Government has received funds from the Bank (the “**Financing**”) towards the cost of the Project pursuant to a legal agreement for the Project (the “**Financing Agreement**”).
- C. As part of Project implementation, the Government has asked UNDP, and UNDP has agreed, to deliver the outputs as set forth in **Annex I** to this Agreement (the “**Outputs**”).

**NOW, THEREFORE**, the Parties agree as follows:

1. The Government intends to apply a portion of the proceeds of the Financing up to a total amount **US\$ 1,200,000 (one million two hundred thousand)** (the “**Total Funding Ceiling**”) to eligible payments under this Agreement. The Total Funding Ceiling is the Parties’ best estimate (as of the date of the signing of this Agreement)

---

<sup>1</sup> References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

calculated in **Annex II** on the basis of the Outputs and the timeline agreed by the Parties in **Annex I**.

2. This Agreement is signed and executed in the English language, and all communications, notices, modifications and amendments related to this Agreement shall be made in writing and in the same language.
3. This Agreement becomes effective on the date of its last signature (the "Effective Date").
4. All activities under this Agreement shall be fully completed and all expenses incurred by September 30, 2020 (the "Completion Date"). The Completion Date can't exceed the Project Closing date. UNDP shall issue the final financial statement not later than three (3) months after the Completion Date.
5. The Ministry of Health of Ukraine designates Viktor LIASHKO, Deputy Minister of Health of Ukraine – Chief State Sanitary Doctor of Ukraine and the UNDP designates Ms. Dafina GERCHEVA, Resident Representative, UNDP Ukraine as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as follows:
  - a. MOH representative: Viktor LIASHKO, tel/fax: +380 44 200 07 92, e-mail: v.liashko.moz@gmail.com
  - b. UNDP representative: Dafina GERCHEVA, tel: +380 44 253 93 63 ext. 129, e-mail: dafina.gercheva@undp.org
6. For the Project coordination purposes, the Bank's staff contact information is as follows:
  - a. Bank Task Team Leader: Olena DOROSHENKO, Tel/Fax: +380 44 490 66 71, e-mail: odoroshenko@worldbank.org
7. This Agreement shall be interpreted in a manner that ensures it is consistent with the provisions of the Basic Agreement and the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations (the "General Convention").
8. Nothing contained 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 UNDP under the General Convention, the Basic Agreement, or otherwise.
9. The Government confirms that no official of the UNDP has received or will be offered by the Government any benefit arising from this Agreement. UNDP confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.

10. The following documents form an integral part of this Agreement:

(a) General Conditions of Agreement

(b) Annexes:

Annex I: Outputs and Work Plan

Annex II: Total Funding Ceiling and Payment Schedule

Annex III: Reporting Requirements

Annex IV: Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

Annex V: UNDP Full Cost Recovery

11. UNDP's payment details are provided in the Payment Schedule in **Annex II**.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**MINISTRY OF HEALTH OF UNITED NATIONS DEVELOPMENT PROGRAMME**  
**UKRAINE**

By:



Name: Viktor LIASHKO

Title: Deputy Minister of Health of Ukraine – Chief State Sanitary Doctor of Ukraine

Date: 08.04.2020

By:

Name: Dafina GERCHEVA

Title: Resident Representative, UNDP Ukraine

Date:



## GENERAL CONDITIONS OF AGREEMENT

### DEFINITIONS

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meaning:
  - (a) “Staff” means an individual who holds a letter of appointment with the UN Partner or is on loan to the UN Partner by another UN organization or specialized agency under the terms of the *Inter-organization Agreement Concerning Transfer, Secondment or Loan of Staff among the Organizations Applying the United Nations Common System of Salaries and Allowances*, it being understood that Staff have the status of “officials” under the General Convention;
  - (b) “Consultant” means an individual other than a Staff who has signed an individual service or consultant agreement with the UN Partner, it being understood that Consultants have the status of “experts on mission” under the General Convention;
  - (c) “Contractor” means a legal entity which has concluded a commercial or corporate contract with the UN Partner. When applicable, the term includes “implementing partners” or “partner organizations” as defined and used in the UN Partner’s regulations, rules, policies and procedures;
  - (d) “Day” means business day, unless otherwise stated;
  - (e) “Delivery of Outputs” or “Deliver the Outputs” refers to the UN Partner’s obligation to use a range of inputs, such as goods (including equipment, materials, and supplies), works, consulting and non-consulting services, and training in order to deliver the Outputs that contribute to the Project’s development objectives as set out in **Annex I**;
  - (f) “Direct Costs” means the actual cost of the UN Partner that can be directly traced to the deliverables set forth in **Annex I**; and
  - (g) “Indirect Costs” means costs incurred by the UN Partner as a function of and in support of this Agreement, which cannot be traced unequivocally to the activities and deliverables as described in **Annex I**. The rate applicable to this Agreement is stated in **Annex V**.

### SCOPE AND GENERAL OBLIGATIONS OF THE PARTIES

2. The UN Partner agrees to:
  - (a) deliver the Outputs within the scope and in accordance with the timetable and such level of required inputs (the “Work Plan”) as detailed in **Annex I**; and

- (b) keep the Government informed on the progress of the activities towards the Delivery of the Outputs by timely submission of the progress reports in accordance with the reporting requirements and with frequency set out in **Annex III** (the “Progress Reports”).
3. The Government agrees to:
- (a) make timely and complete payments to the UN Partner of all amounts (either directly or by authorizing the Bank to pay on the Government’s behalf) due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule set out in **Annex II** (the “Payment Schedule”); and
  - (b) provide all required support in connection with the UN Partner’s obligations under this Agreement, including: obtaining or assisting with obtaining all permits, licenses, import approvals, and other official approvals related to any goods (including equipment, materials and supplies); taking all necessary actions to ensure and facilitate that Work Plan activities may at all times be conducted freely, expeditiously and without limitations or restrictions; providing access to the site of work and all necessary rights of way; and generally cooperating as provided under the terms of the Basic Agreement, in a timely and expeditious manner.
4. The Parties acknowledge the Government’s commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties in **Annex IV**.
5. The Parties acknowledge that the level of required inputs and the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement to achieve the agreed Outputs.

#### **TOTAL FUNDING CEILING AND PAYMENTS**

6. Calculations of the Total Funding Ceiling are provided in **Annex II**. The Total Funding Ceiling includes both Direct Costs and Indirect Costs of the UN Partner explained in **Annex V**.
7. Cumulative disbursements under this Agreement shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank in response to the Government’s request. The Government confirms to the UN Partner that the Government’s disbursements under this Agreement are, in all respect, consistent with the terms and conditions of the Financing Agreement, and no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

8. The payments to the UN Partner under this Agreement shall be made in accordance with the Payment Schedule.
9. The Government will make the payments (either directly or by authorizing the Bank to pay on the Government's behalf) to the UN Partner account, by wire transfer against the documents set out in the Payment Schedule. All payments will be made in United States dollars.
10. The UN Partner will receive and administer the funds received under this Agreement in accordance with the UN Partner's regulations, rules, policies and procedures. Any interest derived by the UN Partner from the funds received under this Agreement will be dealt with in accordance with the UN Partner's regulations, rules, policies and procedures.
11. The UN Partner will maintain a separate identifiable fund code (ledger account or "Account") to which all UN Partner's receipts and disbursements for the purposes of this Agreement will be recorded. The ledger account shall be subject exclusively to the UN Partner's internal and external audit in accordance with the UN Partner's financial regulations and rules. The Parties acknowledge that the UN Partner's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in the UN Partner's financial regulations and rules, and that the external auditors of the UN Partner are appointed by and report to the UN Partner's policymaking organ. Throughout the term of this Agreement, the UN Partner will ensure that its audited accounts and the External Auditors' Report are posted on its website within ten (10) days of their becoming public documents by reason of being presented to the UN Partner's policymaking organ.
12. In the event that the final financial statement to be provided under **Annex III** (the "Final Financial Statement") indicates a balance of funds in favor of the Government, the Government will consult with the Bank and provide relevant payment instructions to the UN Partner to process the refund. The UN Partner shall transfer the refund within thirty (30) calendar days of its receipt of the payment instructions.
13. The UN Partner shall not be required to commence or continue any activities until the UN Partner has received the payments due in accordance with the Payment Schedule.

#### **TERMS OF DELIVERY OF OUTPUTS**

14. ***Standard of performance.*** The UN Partner will carry out its obligations under this Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.
15. ***Procurement of inputs.*** All inputs required for the Delivery of Outputs will be undertaken in accordance with the terms of this Agreement and the UN Partner's regulations, rules, policies and procedures. Any delegation or assignment of such

procurement to another UN organization shall be disclosed in **Annex II**. The UN Partner is responsible for the importation, including customs clearance, of any inputs required for the Delivery of Outputs under this Agreement, unless otherwise agreed by both Parties in writing. (In this connection, the Parties recall that in accordance with the relevant provisions of the General Convention and the Basic Agreement, such imports shall be, *inter alia*, exempt from any customs duties and subject to prompt release from customs).

**16. *Pharmaceuticals and other health commodities required as inputs:***

- (a) Vaccines, pharmaceuticals and other health supplies purchased under this Agreement shall be procured pursuant to the UN Partner's standard contracting and quality assurance policies and procedures. Where applicable, such contracts shall specify that the vaccines, pharmaceuticals and other health supplies are manufactured in accordance with *Good Manufacturing Practice* as established by the World Health Organization ("WHO"), and that upon dispatch by the UN Partner's supplier, such vaccines, pharmaceuticals and other health supplies shall have a shelf life as agreed by the Parties; and
- (b) Vaccines, pharmaceuticals and other health supplies procured under this Agreement will be accompanied by the required documentation in accordance with the purchase order (e.g. Certificate of Analysis, Certificate of Origin, Official Batch Release Certificate, as the case might be).
- (c) The waste disposal of vaccines, pharmaceuticals and other health supplies shall be guided by the WHO document "*Safe Management of Wastes from Health-care Activities.*"

**17. *Environmental Management:*** The UN Partner shall, while delivering the Outputs, act in accordance with the UN Partner's regulations, rules, policies and procedures to ensure that all activities under this Agreement are, to the extent possible, implemented in an environmentally responsible and sustainable manner.

**18. *Transfers to Cash Recipients:*** insofar as the scope of work set out in **Annex I** includes cash transfer activities or cash payments to individuals (other than payment of remuneration, per diem, compensation or fees for services rendered), the following shall be detailed in **Annex I**:

- (a) Requirements for the cash transfer activities and how these are carried out, including fiduciary oversight and risk prevention, mitigation and management, including as applicable with regard to the selection, supervision and audit of paying agents or implementing partners;
- (b) The information and data requirements to be provided to the Government in regard to the cash recipients to facilitate verification of payments.



19. *Use of inputs.* The UN Partner shall use procured inputs only for the purpose of Delivering the Outputs set out in **Annex I**.
20. The UN Partner is responsible for engaging qualified Staff, Consultants and Contractors as, in the UN Partner's judgment, are required to successfully Deliver the Outputs.
21. The UN Partner shall remain fully responsible for the Delivery of Outputs. The hiring and contracting of any Staff, Consultants or Contractors by the UN Partner in connection with this Agreement shall be done according to the UN Partner's established regulations, rules, policies and procedures, and bearing in mind the considerations and requirements of the Bank that are listed below:
- (a) Prohibition of Conflicting Activities. The Staff, Consultants or Contractors shall not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with the UN Partner.
  - (b) Hiring Government Institutions or Government Officials. The UN Partner shall not engage or hire any official or civil servant of the Government's country as a Consultant or a Government institution or any Government-owned enterprise as a Contractor under this Agreement, unless it has been established by the Government to the Bank's satisfaction that such hiring or contracting meets the Bank's eligibility requirements under the procurement rules set forth in the Financing Agreement.
  - (c) Disqualification from Related Contracts under the Scope of this Agreement. The Parties note that during the term of this Agreement and after its Early Termination or Completion, the Government will disqualify Staff, Consultants or Contractors, and any party affiliated with any of them, from providing goods, works or services resulting from or directly related to their activities under this Agreement, if providing such goods, works or services would give rise to a conflict of interest situation as determined by the Bank in accordance with the Bank's applicable procurement rules.
22. If the Government becomes aware of information that any of the UN Partner's Staff or Consultants has engaged in a corrupt, fraudulent, collusive or coercive practice or reasonably concludes that the performance of any of the UN Partner's Staff or Consultants is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with the UN Partner specifying the grounds therefore. If, after receiving the Government's written request, the UN Partner investigates the alleged corrupt, fraudulent, collusive or coercive practice or reviews the alleged unsatisfactory performance and concludes that the corrupt, fraudulent, collusive or coercive practice and/or the dissatisfaction with the performance of the UN Partner's Staff or Consultant justifies his/her replacement, the UN Partner will proceed with a replacement within the timeframe that is in line with the

implementation schedule of this Agreement, subject to the UN Partner's regulations, rules, policies and procedures.

23. ***Transfer of ownership; Warranties.*** When relevant, the Parties shall agree on the timing and modality of the ownership transfer of any goods (including equipment, materials and supplies) and any manufactures' warranties as applicable. Any equipment made available to the UN Partner by the Government during this Agreement shall remain the property of the Government.

#### INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

24. Each Party shall retain full and sole ownership of its preexisting copyright, patent rights and other proprietary rights. All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by the UN Partner under this Agreement shall belong to the UN Partner. The UN Partner herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sub-license), fully paid-up, non-exclusive license to copy, distribute and use any such copyright, patent rights and other proprietary rights.

#### INSURANCE

25. Throughout the term of this Agreement, the UN Partner will, unless self-insured against the following risks, ensure that insurance is maintained against: third-party liability and third-party motor vehicle liability; workmen's compensation or equivalent; and all-risk insurance against loss of or damage to equipment and materials purchased in whole or in part with funds provided under this Agreement until transferred to the Government.

26. In addition,

- (a) with regard to Staff, the UN Partner will ensure that Staff is enrolled in an appropriate health insurance plan, whether offered by the UN Partner or otherwise; is covered by compensation in the event of injury, sickness or death attributable to performance of official duties for the UN Partner; and is covered by insurance against death or disability caused by malicious acts;
- (b) with regard to Consultants, the UN Partner will ensure that the Consultant is enrolled in an appropriate health insurance plan or requires in its contract with the Consultant that the Consultant maintain appropriate health insurance; maintain an insurance arrangement against injury, sickness or death attributable to the performance of official duties for the UN Partner; and maintain an insurance against death or disability caused by malicious acts.

27. The cost of such insurance is deemed included in the Total Funding Ceiling.

## **REPORTING**

28. The UN Partner will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Partner's financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs for corresponding deliverables.
29. The UN Partner will provide written Progress Reports to assist the Government in monitoring implementation progress of activities and deliverables towards the Delivery-of Outputs, and the remaining balance under the Total Funding Ceiling. Reporting requirements, including frequency, are set out in **Annex III**.
30. Upon reasonable request from the Government and following consultations between the UN Partner and the Government, the UN Partner may furnish supplemental information or documentation, within the limits of the UN Partner's regulations, rules, policies and procedures.

## **FORCE MAJEURE**

31. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radioactivity; and other acts of a similar nature or force.

## **FRAUD AND CORRUPTION PREVENTION**

32. In the event that the Government, the UN Partner or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of this Agreement or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.
33. In such case, this information will be brought promptly to the attention of the appropriate official or officials at the Government, the UN Partner and the Bank.
34. After consultation with the Government and the Bank, the UN Partner will, to the extent the information relates to actions within the authority or accountability of the UN Partner, take timely and appropriate action in accordance with its regulations, rules, policies and procedures, to investigate this information. The Parties agree and acknowledge that the UN Partner shall have no authority to investigate information

relating to possible corrupt, fraudulent, coercive or collusive practices by Government officials or by officials or consultants of the Bank.

35. To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of the UN Partner, the UN Partner will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework and established procedures, including its regulations, rules, policies and procedures.
36. To the extent consistent with the UN Partner's accountability and oversight framework, including its regulations, rules, policies and procedures, the UN Partner will keep the Government and the Bank regularly informed by agreed means of actions taken, and the results of the implementation of such actions, including where relevant, details of any recovered amounts. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the budget code (Account), or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to the UN Partner with respect to such amounts.
37. For the purposes of this Agreement, the following definitions shall apply:
  - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
38. In the event that the Government or the Bank reasonably believes that the UN Partner has not complied with the requirements of this section, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and the UN Partner in order to obtain assurances, in a manner consistent with the UN Partner's oversight and accountability framework and respecting appropriate confidentiality, that the UN Partner's oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Government, the Bank, and the UN Partner, on any further actions to be

taken and the timeframe for such actions. The Parties take note of the relevant provisions in the regulations, rules, policies and procedures of the UN Partner.

39. The Parties agree and acknowledge that nothing in this section shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group under the Financing Agreement or otherwise, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; provided however that in this section, “third party” does not include the UN Partner. To the extent consistent with the UN Partner’s oversight framework, including regulations, rules, policies and procedures, and if requested by the Bank, the UN Partner shall cooperate with the Bank or such other entity in the conduct of such investigations.
40. (a) The UN Partner requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract in connection with this Agreement to disclose to the UN Partner whether it is subject to any sanction<sup>2</sup> or temporary suspension imposed by any organization within the World Bank Group. The UN Partner will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the Delivery of Outputs under this Agreement.
- (b) If the UN Partner intends to issue a contract in connection with the provision of any of the activities under this Agreement with a party which has disclosed to the UN Partner that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the UN Partner will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and the UN Partner to discuss the UN Partner’s decision; and (iii) if after such consultation, the UN Partner elects to proceed with the issuance of the contract, the Bank may inform the UN Partner by notice, with a copy to the Government, that the proceeds of the Financing may not be used to fund such contract.
- (c) Any funds received by the UN Partner under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under paragraph 40(b)(iii) shall be used to defray the amounts requested by the UN Partner in any subsequent Payment Request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon Completion or Early Termination of this Agreement.

---

<sup>2</sup> [www.worldbank.org/debar](http://www.worldbank.org/debar)

## SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

41. This Agreement shall be governed by general principles of international law, which shall be deemed to include the *UNIDROIT General Principles of International Commercial Contracts* (2010). Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the relevant provisions of the Basic Agreement or, failing such provision, if not settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

## EARLY TERMINATION

42. This Agreement may be terminated prior to the Completion Date (“Early Termination”) by either Party upon thirty (30) calendar days’ written notice to the other in the following circumstances:
- (a) The UN Partner is unable to perform a material portion of the Agreement for a period of sixty (60) calendar days as the result of force majeure; or if the UN Partner determines that under the prevailing circumstances related to the worsened security situation in the country it can no longer implement the activities under the Agreement;
  - (b) The UN Partner does not receive payment of the full amount set forth in the payment request submitted in accordance with **Annex II** and that is not disputed by the Government, within thirty (30) calendar days of the date of such payment request;
  - (c) Either Party is in breach of any of its material obligations under this Agreement and has not remedied the same within sixty (60) calendar days (or such longer period as the other Party may have subsequently agreed to in writing) following the receipt of the notice specifying such breach.
43. Upon receipt by one Party of the other Party’s written notice of Early Termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an Early Termination of this Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. In the case of Early Termination, the Parties shall agree on the deadline for the UN

Partner to submit the last Progress Report and the Final Financial Statement and to refund any monies received by the UN Partner that have not been spent or committed by the Early Termination or Completion Date.

#### MISCELLANEOUS

44. **Records keeping.** The UN Partner shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Partner's documents retention policy.
45. **Relationship between the Parties.** Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Partner. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
46. **Headings.** The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.
47. **Notices.** Notices will be deemed "received" as follows:
  - (a) in the case of personal delivery, on delivery as per date of the written acknowledgement;
  - (b) in the case of registered mail, fourteen (14) days after being sent;
  - (c) in the case of facsimiles or other electronic communications, forty-eight (48) hours following confirmed transmission.
48. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.
49. **Modifications.** Modifications to this Agreement may be done for immaterial revisions or clarifications through a written exchange of correspondence between the Parties.
50. **Amendments.** Substantive revisions regarding (a) the key activities and Delivery of Outputs as set forth in **Annex I**, (b) extension of the Completion Date or Early Termination, or (c) the Total Funding Ceiling may be done only by a signed written amendment by the Parties. Such amendment will become effective only upon notification by the Government to the UN Partner that the Bank, as the case may be, has approved the amendment.

## ANNEX I

### OUTPUTS AND WORK PLAN

#### **I. Objective of the engagement and the Outputs**

To support the government of Ukraine, with its operational and policy response to the COVID-19 pandemic by procuring and supplying personal protection equipment, test systems and other necessary medical products (including medical equipment) as requested by the Ministry of Health of Ukraine, as well as to strengthen the institutional capacity and assist the government with crisis management and efficient healthcare crisis communication.

#### **II. Agreed Outputs and Activities**

Output 1: Procurement and delivery of personal protection equipment, testing supplies, medical equipment and consumables

Activity 1.1 Procurement of personal protection equipment with delivery DAP warehouse Kyiv, Ukraine. Estimated term of first delivery in case of absence of operational obstructions related to the global shortage of such products due to COVID19 pandemics: by May 15th, 2020.

Activity 1.2 Procurement of testing supplies with delivery DAP warehouse Kyiv, Ukraine. Estimated term of first delivery in case of absence of operational obstructions related to the global shortage of such products due to COVID19 pandemics: by May 15th, 2020.

Activity 1.3 Procurement of medical equipment and consumables with delivery DAP warehouse Kyiv, Ukraine.

The detailed specification and delivery terms of the items to be procured will be provided by the Ministry of Health of Ukraine within 10 days after the signature of the Agreement by the Parties and specified in Annex VI as amendment to this Agreement. Partial delivery is allowed.



**III. Work Plan and Timeline**

N°	Activity	Months			
		1	2	3	Full Completion
1	Procurement and delivery of personal protection equipment, testing supplies, medical equipment and consumables				
1.1	Procurement of personal protection equipment	X	X	X	
1.2	Procurement of testing supplies	X	X	X	
1.3	Procurement of medical equipment and consumables	The terms of implementation to be discussed and approved with the Ministry of Health of Ukraine			
	Progress Reports (per Annex III frequency)	X	X	X	
	Final Financial Statement				Within 3 months after Agreement Completion Date

**MINISTRY OF HEALTH OF UKRAINE** OF **UNITED NATIONS DEVELOPMENT PROGRAMME**

By:



By:

**Name:** Viktor LIASHKO

**Name:** Dafina GERCHEVA

**Title:** Deputy Minister of Health of Ukraine – Chief State Sanitary Doctor of Ukraine

**Title:** Resident Representative, UNDP Ukraine



## ANNEX II

### TOTAL FUNDING CEILING AND PAYMENT SCHEDULE

#### I. Total Funding Ceiling (in US\$)

Outputs/Activities	Total (US\$)	Notes
1. Procurement and delivery of personal protection equipment, testing supplies, medical equipment and consumables:	1,131,835.14	
1.1 Procurement of personal protection equipment		
1.2 Procurement of testing supplies		
1.3 Procurement of medical equipment and consumables		
Direct Cost	11,022.00	
Sub-Total	1,142,857.14	
Indirect Cost (5%)	57,142.86	
<b>Total Funding Ceiling</b>	<b>1,200,000.00</b>	

#### Notes:

- (a) All lump sum amounts and totals in this table are based on the detailed estimates, including quantities and units of measurement, that are discussed and agreed with the Government and the Bank prior to the signing of the Agreement.
- (b) Under this Agreement, there can be no transfers to Government organizations.

Please indicate if any part of this Agreement is delegated to another UN organization, third party of an implementing partner(s): No

#### II. Payment Schedule

1. 100% of the Total Funding Ceiling shall be transferred by the Government to the UNDP within fourteen (14) days after the signature of the Agreement by the Parties against payment request submitted by the UNDP.

UNDP payment details are as follows:

Bank: Bank of America, N.A.  
Address: 730 15th Street, N.W. 7th Floor  
Washington, DC  
United States of America  
Account: UNDP Representative in Ukraine (USD) Account  
Account Number: 3752174579  
SWIFT Code: BOFAUS3N  
ABA Number: 111000012  
Fed Wire: 026009593

2. All payments, reconciliations and refunds under this Agreement shall be made within the validity period of the Financing Agreement. Under no circumstances can payments be made after the Financing Agreement closing date.

**MINISTRY OF HEALTH OF UKRAINE**      **UNITED NATIONS DEVELOPMENT PROGRAMME**

By:



A blue ink signature of Viktor LIASHKO is written over a circular official seal of the Ministry of Health of Ukraine. The seal contains the text "МІНІСТЕРСТВО ОХОРОНИ ЗДОРОВ'Я УКРАЇНИ" and "Офіційний штамп" (Official stamp).

**Name:** Viktor LIASHKO

**Title:** Deputy Minister of Health of Ukraine – Chief State Sanitary Doctor of Ukraine

By:



A blue ink signature of Dafina GERCHEVA is written over a circular official seal of the United Nations Development Programme (UNDP) in Ukraine. The seal contains the text "UNITED NATIONS DEVELOPMENT PROGRAMME" and "Офіційний штамп" (Official stamp).

**Name:** Dafina GERCHEVA

**Title:** Resident Representative, UNDP Ukraine

## ANNEX III

### REPORTING REQUIREMENTS

UNDP shall submit the following reports with a copy to the Bank:

#### 1. Progress Reports:

- (a) Each report submitted on a monthly basis shall include: (i) a narrative and financial summary of the status of activities to demonstrate the progress towards the Outputs and the linkage between the payments made under this Agreement and the deliverables as set out in **Annex I**; and (ii) an interim financial report on the use of funds following UNDP's *Statement of Project Expenditures by Output*<sup>4</sup>; and (iii) the Payment Request for the next installment signed by an authorized UN Partner staff in charge of execution of this Agreement.
- (b) The final Progress Report upon Completion or Early Termination shall include a consolidated financial summary on the use of funds for Outputs set forth in **Annex I**.

The authorized official of the UN Partner will provide a written statement stating the following:

"We hereby confirm to the best of our knowledge and based on the available records that the above amounts have been paid for the proper execution of the Agreement and in accordance with the terms and conditions thereof. All documentation authenticating these expenditures has been retained by UNDP in accordance with its document retention policy and will be available to UNDP's External Auditors for examination in the course of the audit of UNDP's Financial Statements."

Signed by: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### 2. Final Financial Statement:

Upon Completion or Early Termination, UNDP will also provide the Final Financial Statement issued by the UNDP Office of Financial Resources Management. The Final Financial Statement will be issued within three (3) months of the Completion Date. The Parties shall plan accordingly in the Work Plan (**Annex I**).

---

<sup>4</sup> The *Statement of Project Expenditures by Output* will reflect the information of the *UNDP Combined Delivery Report (CDR)* and the *UNDP Interim Donor Report (IDR)*.

All financial reports shall be expressed in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures made by UNDP in other currencies to implement activities under this Agreement.

**MINISTRY OF HEALTH OF UNITED NATIONS DEVELOPMENT  
UKRAINE PROGRAMME**

**By:**



**Name:** Viktor LIASHKO

**Title:** Deputy Minister of Health of Ukraine – Chief State Sanitary Doctor of Ukraine

**By:**



**Name:** Dafina GERCHEVA

**Title:** Resident Representative, UNDP

## ANNEX IV

### COUNTERPART STAFF, SERVICES, FACILITIES AND PROPERTY TO BE PROVIDED BY THE GOVERNMENT

The Parties recall the provisions of the Basic Agreement, including those relating to the facilities to be provided by the Government for the execution of UNDP assistance, and the Parties reconfirm that the Government shall provide the facilities, exemptions, privileges and immunities provided for in the Basic Agreement.

Without prejudice to the foregoing, the Parties agree that the Government commits to provide, at its own expense and at no cost to UNDP, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff (qualified experts to work with UNDP's team): *Deputy Minister of Health, Director General of Public Health Directorate Director and Deputy Directors of the Center for Public Health*
- (b) Surveys and Technical Inputs: *n/a*
- (c) Services: *n/a*
- (d) Facilities *MOH premises for conducting the meetings of working groups and, whenever possible, MOH premises for high-level meetings and consultations*
- (e) Property *n/a*
- (f) Other: *n/a*

**MINISTRY OF HEALTH OF UNITED NATIONS DEVELOPMENT  
UKRAINE PROGRAMME**

By:



Name: Viktor LIASHKO

Title: Deputy Minister of Health of  
Ukraine – Chief State Sanitary Doctor of  
Ukraine

By:

Name: Dafina GERCHEVA

Title: Resident Representative, UNDP



## ANNEX V

### UNDP FULL COST RECOVERY

1. Full cost comprises of Direct Costs (DC) and Indirect Costs (IC).

#### Direct Costs:

2. DC are UNDP costs incurred for the benefit of a particular project and can be clearly identifiable and documented as directly attributable to project activities. DC calculations are shown as line items in the Total Funding Ceiling in **Annex II**.

#### Indirect Costs:

3. IC are incurred by UNDP management and administration in furtherance of UNDP activities and policies and cannot be directly attributable to project activities. Such costs are charged to project as a management fee (“Indirect Costs”). IC applicable to the Agreements with the Government that are financed from the loan, credit or grant proceeds obtained from the World Bank pursuant to the Financing Agreement between the Government and the Bank, are set up in accordance with UNDP Financial Rules and Regulations, as determined in UNDP cost recovery policies and procedures (*Executive Decision on Cost Recovery*) with a minimum of 5%. Any higher rate as may be justified by the circumstances of a specific Agreement shall be explained by UNDP and agreed with the Government, and reflected in **Annex II**.

THE MINISTRY OF HEALTH OF UKRAINE      UNITED NATIONS DEVELOPMENT PROGRAMME

By:



Name: Viktor LIASHKO

Title: Deputy Minister of Health of Ukraine – Chief State Sanitary Doctor of Ukraine

By:

A blue ink signature of Dafina GERCHEVA.

Name: Dafina GERCHEVA

Title: Resident Representative, UNDP



**AMENDMENT No. 1** 23.04.2020  
**to Agreement Ref. No. DC-3.5.1/13 dated 08.04.2020**

THIS AMENDMENT to Agreement Reference No. DC-3.5.1/13 dated 08.04.2020 (together with all Annexes hereto, this “Agreement”) is entered into between the **MINISTRY OF HEALTH OF UKRAINE** (the “MOH”), within the framework of the Loan Agreement for Serving People, Improving Health Project between the Government of Ukraine (the “Government”) and the International Bank for Reconstruction and Development, and the **UNITED NATIONS DEVELOPMENT PROGRAMME**, a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States under the Charter signed on 26 June 1945, with its headquarters at 1 UN Plaza in New York, New York, 10017, USA (“UNDP” or the “UN Partner”, together with the Government, the “Parties” and each a “Party”).

**NOW** the Parties agree as follows:

1. To amend the Agreement by adding *Annex VI: Specifications and Delivery Terms of the Items to Be Procured*, specified in Annex to this Amendment.
2. To amend Clause 10 of the Form of Agreement as follows:

“The following documents form an integral part of this Agreement:

(a) General Conditions of Agreement

(b) Annexes:

Annex I: Outputs and Work Plan

Annex II: Total Funding Ceiling and Payment Schedule

Annex III: Reporting Requirements

Annex IV: Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

Annex V: UNDP Full Cost Recovery



Annex VI: Specifications and Delivery Terms of the Items to Be Procured.”

3. All other Terms and Conditions of the Agreement remain unchanged.
4. This Amendment becomes effective on the date of its last signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment.

**MINISTRY OF HEALTH OF UKRAINE**      **HEALTH OF UNITED NATIONS DEVELOPMENT PROGRAMME**

By:  

**Name:** Viktor LIASHKO

**Title:** Deputy Minister of Health of Ukraine – Chief State Sanitary Doctor of Ukraine

**Date:** 23.04.2020

By:  

**Name:** Dafina GERCHEVA

**Title:** Resident Representative, UNDP Ukraine

**Date:** 23.04.2020

**Annex**  
to Amendment No. 1  
to Agreement Ref. No. DC-3.5.1/13 dd.  
08.04.2020

**ANNEX VI**

**SPECIFICATIONS AND DELIVERY TERMS OF THE ITEMS TO BE PROCURED**

<b>Activities</b>	<b>Description/Specifications</b>	<b>Quantity</b>	<b>Delivery terms</b>
1.1 Procurement of personal protection equipment	<p><b>FFP2/N95 class respirators</b></p> <p>Product description:</p> <ul style="list-style-type: none"> <li>- Ensures breathability with design that does not collapse against the mouth (e.g. duckbill, cup shaped)</li> </ul> <p>Manufacturer certification:</p> <ul style="list-style-type: none"> <li>- CE certificate or EC declaration of conformity</li> <li>- ISO 9001/ISO 13485</li> </ul> <p>Product technical requirements: FFP2/N95 respirator or similar, compliant with the following minimum quality standards:</p> <ul style="list-style-type: none"> <li>- FDA Class II, under 21 CFR 878.4040, and CDC NIOSH, or</li> <li>- FFP2 according to EN 149, EU PPE Regulation 2016/425 Category III</li> <li>- The respirator shall be designed to protect against aerosols.</li> <li>- The respirator shall be made of non-woven material,</li> <li>- Equipped with nose bridge</li> <li>- Equipped with head or ear hangs</li> </ul> <p>Sizes (if applicable):</p> <ul style="list-style-type: none"> <li>- Size S - 10% from the total order quantity</li> <li>- Size M - 90% from the total order quantity</li> </ul>	231,500 (approximately)	Estimated term of first delivery in case of absence of operational obstructions related to the global shortage of such products due to COVID-19 pandemics: by May 15th, 2020

**MINISTRY OF HEALTH OF UKRAINE**

By:

Name: **Victor LJASHKO**

**Title: Deputy Minister of Health of Ukraine  
– Chief State Sanitary Doctor of Ukraine**

**UNITED NATIONS DEVELOPMENT PROGRAMME**

By:

Name: **Dafina GERCHEVA**

**Title: Resident Representative, UNDP Ukraine**