



**AGREEMENT FOR THE PROVISION OF DEVELOPMENT SERVICES  
BETWEEN  
UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
MALAYSIAN GLOBAL INNOVATION & CREATIVITY CENTRE**

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 Malaysian Global Innovation & Creativity Centre (MAGIC) (hereinafter called “the Recipient”), an entity organized and existing under the laws of Malaysia, with its headquarters at Block 3730 Persiaran APEC 63000 Cyberjaya, Selangor, Malaysia.

WHEREAS, the Recipient has requested UNDP to provide certain development services as described herein, that will assist the Recipient in connection with its Social Impact Challenge Accelerator (“SICA”) programme, hereto “Recipient’s Programme or Project”;

WHEREAS the Government of Malaysia (the “Government”) has approved the provision of these development services by UNDP to the Recipient, through an agreement or arrangement between the UNDP and the Government. The arrangement for this Agreement has been shared with the Government of Malaysia on 5<sup>th</sup> May 2021, the representative of the Government of Malaysia has acknowledged the execution of this programme on 25th May 2021.

WHEREAS in response to the Recipient's request, UNDP, through its office located in Level 10, Menara PjH, No. 2, Jalan Tun Abdul Razak, Presint 2, 62000, Putrajaya, Malaysia submitted a Proposal to the Recipient dated 24 May 2021, which was accepted by the Recipient;

NOW, THEREFORE, UNDP and the Recipient (hereinafter referred to individually as "Party" and jointly as "Parties") hereby agree as follows:

## **1. SCOPE OF WORK**

**1.1** 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.

**1.2** The Development Services shall be provided by UNDP through its office located in Level 10, Menara PjH, No. 2, Jalan Tun Razak, Putrajaya, Malaysia.

**1.3** 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.

## **2. TERM**

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

**2.1 Commencement:** UNDP shall commence providing the Development Services on or about 21 June 2021 (the "Commencement Date"), PROVIDED that:

**2.1.1** 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

**2.1.2** the Recipient has fulfilled all the duties and responsibilities assigned to it, including those specified under Article 4 and Article 7 of the General Conditions (Annex 3).

**2.2 Completion:** It is expected that the Development Services will be completed approximately [12 months] after the Commencement Date (the "Completion Date").

**2.3 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. Provided that if there is any payment made by the Recipient to UNDP prior to the Commencement Date, the said payment shall be returned to the Recipient.

### **3. COMPENSATION**

**3.1** The maximum amount payable by the Recipient to UNDP for the Development Services, excluding any eventual Additional Development Services as described below or any other amendments hereto, shall be USD 231,336.00.

**3.2** The Recipient shall compensate UNDP for the provision of the Development Services in accordance with the Schedule of Payments set forth in Annex 2. In addition, the Recipient will reimburse UNDP for expenses incurred, which expenses will include external costs such as travel and courier, and other costs such as administrative support, report reproduction and computer support as provided in Annex 2. For the avoidance of doubt, the above said reimbursable expenses incurred by UNDP have been included as part of the maximum payable amount of USD 231,336.00.

**3.3** 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.

**3.4** The Schedule of Payments for the Development Services under this Agreement shall remain in effect during the period of this Agreement.

**3.5** 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 shall be based on the Schedule of Payments and will reflect the estimated fee for the following period, and the actual out-of-pocket expenses that are due for reimbursement from prior periods. The Recipient shall review each payment notice promptly and subject to the settlement of any queries or disputes, shall process settlement within thirty (30) calendar days of the date of the payment notice.

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

<b>Account Name</b>	UNDP Representative in Malaysia (Ringgit) External Account
<b>Account Number</b>	27554011

<b>Bank Name</b>	Bank of America Malaysia Berhad
<b>Bank Address</b>	18th Floor, Wisma Goldhill, Jalan Raja Chulan, 50200 Kuala Lumpur
<b>SWIFT code</b>	BOFAMY2X

#### **4. CONTACT PERSONS**

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

For UNDP:

Clara Yan  
Partnership Coordinator,  
United Nations Development Programme Malaysia, Singapore and Brunei Darussalam  
E: [yi.wei.yan@undp.org](mailto:yi.wei.yan@undp.org)  
Tel: +601112397738

For MaGIC:

Pamela Ng  
Manager, Social Innovation  
Malaysian Global Innovation & Creativity Centre (MaGIC)  
E: [pamela@mymagic.my](mailto:pamela@mymagic.my)

#### **5. UNDP's REPORTING**

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

#### **6. GENERAL TERMS AND CONDITIONS**

**6.1** 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.

**7. ACCEPTANCE**

**7.1** 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.

**7.2** The contents of this Agreement are valid until 30<sup>th</sup> June 2021 (the “Offer Lapse Date”). If the Recipient does not sign and return the signed Agreement to UNDP by or before the Offer Lapse Date, UNDP may at its discretion not countersign this Agreement in which case the offer presented through this Agreement shall lapse and the terms be deemed null and void. If the Recipient signs and returns this Agreement, which must be received by UNDP by the Offer Lapse Date, this Agreement shall enter into force upon UNDP’s counter signature hereto (“Effective Date”) and shall remain in force until the Completion Date.

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

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

For and on behalf of:

United Nations Development Programme Malaysia, Singapore and Brunei Darussalam	Malaysian Global Innovation & Creativity Centre
Signature:  Niloy Banerjee Resident Representative	Signature:  Amiruddin Abdul Shukor Acting Chief Executive Officer
Date : 8 July 2021	Date : 9 July 2021



**ANNEX 1: DEVELOPMENT SERVICES DOCUMENT**  
***Malaysia, Impact Venture Accelerator***

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

Based on a collective vision, MaGIC and UNDP partnered to accelerate Malaysia businesses ventures to become impact oriented and deliver products and services contributing to feasible business-based solutions for SDG challenges. To cultivate and nurture an inclusive community of innovators to address social and environmental concerns, MaGIC will implement a Social Impact Challenge Accelerator programme (SICA), in which, UNDP will support by implementing the Impact Accelerator programme as part of SICA. The Impact Accelerator will be customized based on UNDP’s Impact Venture Accelerator, which assume combining business acceleration activities with robust and dedicated efforts for SDG impact alignment including building the accelerator cohort’s capacity to adopt global best practices in Impact Measurement and Management (IMM).

The inputs provided by UNDP will focus on the following main fundamental elements:

Providing ventures with business diagnostics, specialized technical advisory followed by individual mentorship in a conducive collaborative environment and prioritizing impact along with business performance.

Defining, parametrising and targeting impact in the context of SDGs; impact scaling models through technological innovation and business model adjustments. This will also assume help in verbalizing and visualizing inspiring impact and development context of business solutions to facilitate access to impact capital as well as **inputs related to** fundraising strategies and pitching to access funding from impact and development related sources.

**Development Services Title:** Impact Venture Accelerator

**Project Number:**

**Start Date:** 15th July 2021

**End Date:** 31th March 2022

<b>Recipient</b>	<b>Malaysian Global Innovation &amp; Creativity Centre (MaGIC)</b>
<b>Address</b>	3730, Persiaran Apec, Cyberjaya, 63000 Cyberjaya, Selangor
<b>Phone / Fax</b>	+603-8324 4800
<b>Email</b>	<a href="mailto:enquiries@mymagic.my">enquiries@mymagic.my</a>

<b>Total value:</b>	USD 231,336.00
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## Objectives and Scope of Work

### Global Challenges and Opportunities

Against the backdrop of the COVID-19 pandemic and looming climate crisis, it is abundantly clear that there is an urgent need to accelerate progress towards the achievement of the Sustainable Development Goals (SDGs). Meanwhile, the challenge of meeting SDGs is not just about mobilizing more financial resources, rather about engaging more comprehensive resources – talents, know-how, entrepreneurial acumen, and energy of people to address the 2030 Agenda. Social enterprises and impact-oriented businesses can play a key role in addressing various social, economic and environmental challenges through innovative technology solutions and sustainable business models. However, their set-up, scale-up, and operations successes are challenging due to more thorough processes required with an elevated focus on social and environmental impact. Despite increasing capital commitments from impact-focused investors, the task of identifying investible, effective, scalable, and systemic SDG impact targeting projects remains difficult.

### Malaysia Social Impact Ecosystem Overview, Challenges and Opportunities

Malaysia's ambition to become a sustainability-first, entrepreneurial nation by 2030 is guided by the vision of achieving shared prosperity for the people, through economic empowerment, social re-engineering and environmental sustainability, in alignment with the United Nations Sustainable Development Goals (SDG) and grounded in the principles of a whole-of-society and whole-of-government approach. The Shared Prosperity Vision 2030 (SPV 2030), Malaysia's SDG Roadmap and the Twelfth Malaysia Plan act as guiding frameworks towards achieving the ambitions of the 2030 Agenda for Sustainable Development.

The Malaysian Government has taken proactive steps to create enabling regulations, institutions, and policies to promote social enterprises – which can catalyze national development in line with the SDGs. Dedicated institutional structures such as the Malaysian Global Innovation & Creativity Centre (MaGIC) an agency under Ministry of Science, Technology, and Innovation was established to catalyze the ecosystem, provide capacity-building, access to finance, and connections to investors as well as mentors particularly for pre-seed, seed, early-stage and growth-stage, supports the creativity and innovation development in Malaysia through dynamic programmes and capacity-building initiatives.

To support local social impact businesses during the COVID pandemic, the SIM grant managed by MaGIC, totaling RM10 million, under the PENJANA initiative, was introduced to support social enterprises and social innovation in Malaysia. For every ringgit earned through crowdfunding, SIM Grant will match that amount in a 1:1 ratio. The aim is to promote social entrepreneurs, scaling social solutions, and encourage public participation to deliver solutions directly to society. A [report](#) by the Global Impact Investing Network (GIIN) (2018) identified various growth opportunities for Malaysia social enterprises. Among these are; a) large local pools of dormant capital; b) diverse impact investing opportunities to address distinct local development challenges; and c) availability of enterprises that can generate a positive impact with minor modifications to their business models.

The Better Business, Better World report (2017) estimated that there is a USD12 trillion annual opportunity to be unlocked from business models that deliver on the SDGs. However, despite the ambitions to become a sustainability-first, entrepreneurial nation with the private sector playing a critical role to achieve this goal, the state of the impact investing market in Malaysia remains at a nascent stage. In the last 5 years since the SDGs were introduced, the current Malaysian Social Ecosystems have not been able to tangibly demonstrate in a consistent manner the impact Malaysian enterprises have had on the SDGs and other national development indicators and initiatives. Even with the increased in the number of intermediaries and specialized support organizations established, the quantum of capital mobilized from across the spectrum of capital types, in support

of delivering development and impact-related outcomes has yet to be demonstrated. The substantial challenges to expand impact investing remains such as; a) lack of familiarity with impact investors/investing; b) early-stage funding gaps; and c) lack of investable pipelines given the nascent stage of venture entrepreneurship in Malaysia. Impact investment will only have a social impact if a pool of sizeable investor-ready deals offering significant solutions is available.

### Expected Outcome

In line with MaGIC and UNDP Malaysia's joint aspiration to scale up effective business-based solutions to address development issues, the outcome of this joint venture is to help businesses become more impact-oriented and to deliver products and services that contribute to feasible business-based solutions for SDG challenges.

To cultivate and nurture an inclusive community of innovators to address social and environmental concerns, MaGIC will implement a Social Impact Challenge Accelerator programme. UNDP will support this initiative by implementing its Impact Venture Accelerator program as part of SICA. Since 2017, UNDP has worked with over 200 ventures from 40 countries through its IVAs in partnership with foundations, venture capitalists, business accelerators, institutional investors, and donors to help a broad range of entrepreneurs to accelerate and scale-up innovative technological solutions and business models to achieve Sustainable Development Goals.

### Objectives

UNDP's IVA combines business acceleration programme with robust dedicated efforts for SDG impact alignment, including impact measurement and management practices. Customizing. Based on the offerings of UNDP's IVAs, UNDP will partner and support MaGIC's SICA programme in executing the Impact Accelerator with the following objectives:

1. Introducing sustainability elements to the innovation and start-up ecosystem of Malaysia
2. Infuse SDG impact consideration in the business decisions of innovative ventures involved in the SICA program
3. Improve visibility and awareness innovative venture level solutions targeting SDGs
4. Define inputs and approaches to expand and replicate innovative impact targeting pilots
5. Scale SDG impact solutions through UNDP, MaGIC and other relevant partner's network
6. Global exposure and support the mutual benefit from the exchange of resources and capabilities with Malaysia ecosystem.

### Proposed Impact Accelerator for SICA

While the scope and range of SDG related challenges are broad, the accelerator programme will work on those thematic areas that are both prioritized by the MaGIC and UNDP Country Office. The proposed Impact Accelerator will be primarily focusing on the impact ventures targeting the following priority fields (i) affordable and accessible senior care services; (ii) upcycling plastic into commercial products; (iii) accessible and affordable education; (iv) providing children support in mental health and psycho-social support and access to safe and clean environment; (v) supporting women empowerment.

Conceptually, UNDP's IVA application in the engagement with SICA will be combining business acceleration function with robust dedicated efforts for SDG impact alignment. The proposed programme will aim to support the ventures by:

1. **Helping to Measure & Grow Impact:** Define impact, parametrize impact in SDG context; Align growth strategies and target generating elevated measurable impact.
2. **Providing access** to expertise, practices, networks and understanding of developing country markets
3. **Sensitizing Impact Story of Impact Ventures:** Verbalizing and visualizing inspiring impact and development context of business solutions to facilitate access to impact capital.



4. **Assisting in Fundraising & Pitching with Impact Investors:** Coaching focused on fundraising strategies & pitching to access funding from impact and development related sources.
5. The major parameters of the Impact Accelerator for the SICA programme are:
  - Duration of full project: 9 months
  - Duration of acceleration rounds: 3 months (August-October 2021)
  - Number of companies in a cohort / per round: up to 25 ventures
  - Selection Criteria: ventures that address SDG-related challenge,(i) affordable and accessible senior care services; (ii) upcycling plastic into commercial products; (iii) accessible and affordable education; (iv) providing children support in mental health and psycho-social support and access to safe and clean environment; (v) supporting women empowerment
  - Challenge conventional approaches,
  - Empower people and achieve multiplier impact,
  - Specific and have identifiable beneficiaries,
  - Proven economic feasibility, proven market, and emerging customer based.

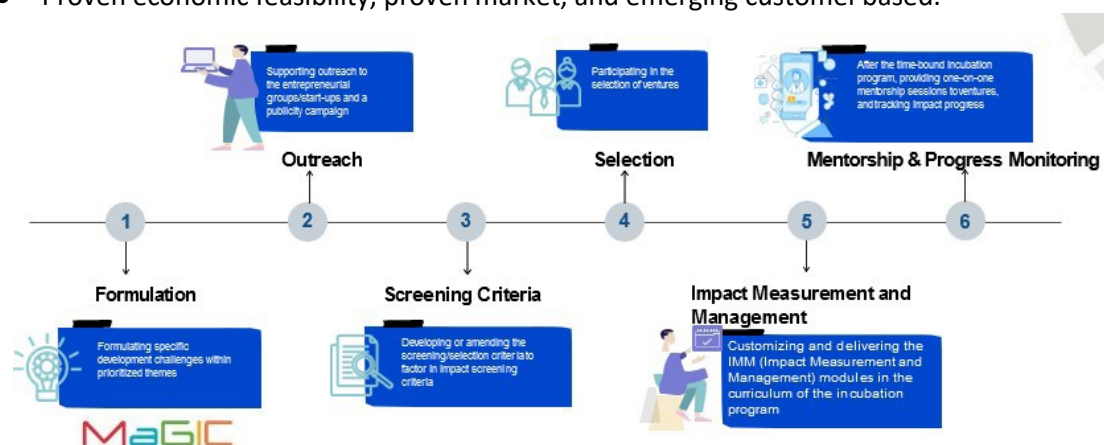


Figure 3: Overall Workflow for Impact Venture Accelerator

Main acceleration activities include:

- A.** Incorporation of IVA selection criteria to SICA and support the selection of entrepreneurial initiatives in the proposed impact areas i.e. addressing development challenges with a focus on innovation.
- B.** Acceleration Programme: specially created collaborative environment, training, workshops, bootcamps, simulations, business case analyses, mentorship etc.
- C.** SDG alignment and Impact Measurement and Management for the ventures involved in IVA Malaysia programmes, as well as impact advisory for external mainstream incubators and accelerators
- D.** Help with development of outreach and promotion materials for potential funders

## SDG-Alignment and Impact Measurement and Management

UNDP has developed an SDG-alignment toolkit that can be applied to both incubators and accelerators for IMM, as described in the above section on Impact Measurement and Management.

SDG-Alignment Toolkit is built on strengths of existing impact measurement and management frameworks, combines IMM at the specific venture and accelerator’s portfolio levels with impact scaling approaches. Its components include such tools as *SDG Impact Forecasting*, *Risk Matrix*, *Impact Scaling*, *A-B-C Classification (per IMP)*, *Value for Money Analysis to be applied at various steps of acceleration programmes* To support SICA, UNDP will further develop IVA Malaysia by adapting and applying SDG-Alignment Toolkit to the particularities of Malaysia ecosystem.

It is envisaged that UNDP will adopt and customize its IVA program to deliver the Impact Accelerator as a component of MaGIC’s SICA programme; MaGIC will assume the funding to deliver the specific outputs related to the Impact Accelerator (Annex 1 for Project Budget, pg. 19). UNDP Malaysia will co-finance part of the Impact Accelerator while delivering specific output of the Impact Accelerator. UNDP-MaGIC will promote the visibility of ventures by facilitating access to potential funders and expansion markets; these also include special events, awards etc.

### Partnership Roles and Responsibilities

Roles	UNDP	MaGIC
<b>Implementation</b>	Deliver the Impact Accelerator outputs: Planning, coordination and implementation of Impact Accelerator using UNDP’s IVA as a basis, including procurement of related expertise.	Overall accountability for curation and design of the SICA programme, including the selection of ventures for the Impact Accelerator.
<b>Selection of ventures</b>	The screening criteria for IVA is embedded in SICA during the Challenge phase. UNDP will be invited as part of the panel during the selection stage.	MaGIC will bring together sponsors and business partners to form part of the selection panel.
<b>Outreach</b>	Support in developing materials.  Announcing UNDP and MaGIC partnership to its national and international partners	Curate and design all media publication and artwork in relation to the SICA programme for authorized dissemination by UNDP and MaGIC’s partner  Outreach to MaGIC’s network and partners to provide visibility for SICA programme
<b>Global connection</b>	Connect to UNDP’s international platform and participation in global match making events  Invite ventures to join the rank of UNDP’s IVA alumni	Tap on MaGIC’s local and regional network to bring in benefits and/or expertise to further enhance the curation of SICA programme, including the Impact Accelerator;
	Impact Acceleration Program Curriculum Design and Implementation. Engagement of internal and external mentorship resources.	

<p><b>Impact Acceleration Program Curriculum Design and Implementation.</b> <b>Engagement of internal and external mentorship resources.</b></p>		
<p><b>Impact Investment</b></p>	<p>Prepare ventures for reaching out and attracting impact investors.</p>	<p>Bring in problem statement sponsors for discretionary commitment post accelerator to support ventures via investment, grant and/or in-kind support, subject to their terms and condition and performance of ventures upon Demo Day</p>
<p><b>Tracking, Evaluation, Performance Grants</b></p>	<p>UNDP will support MaGIC in the production of a knowledge product that captures the lessons learnt and best practices of IVA</p>	<p>MaGIC will collect feedback data (structured and anecdotal) from ventures/participants, mentors and possibly investors regarding the programme and the outcomes</p>
<p><b>Funding</b></p>	<p>Contribute parallel funding contribution of USD46,320</p>	<p>Contribution of USD231,336 to curate and deliver the Impact Accelerator</p>

• **Risks/Mitigation Measures, including any due diligence as may be required**

Risk	Mitigation Measures
<p>Insufficient number of high potential application from impact ventures or impact-oriented ventures</p>	<p>MaGIC will attract and create a strong network base in the start-up ecosystem by</p> <ol style="list-style-type: none"> <li>1. Strong online and offline outreach campaigns, social media engagement and other agile tools</li> <li>2. Hackathons, competitions, innovation challenges, social innovation camps</li> <li>3. Potential Incentives</li> <li>4. Reframing of existing projects</li> </ol>
<p>Not sufficient and effective mentorship</p>	<ul style="list-style-type: none"> <li>- Partnering with relevant entities</li> <li>- Organizing/Supporting a dedicated conference on mentorship</li> </ul>
<p>High failure rate i.e. failing to expand and scale-up impact ventures</p>	<ul style="list-style-type: none"> <li>- Rigorous two-stage selection of impact ventures to accelerate</li> <li>- On-going support portfolio companies with talent, product expertise, follow-on investments and customers</li> <li>- Helping ventures to get into global accelerators</li> </ul>

No clear paths for funding and further support of the impact ventures

- Introduction to the market context
- Linkage to UNDP existing programmes and partners
- Linkage to potential grant/ Investment /Adoption opportunities from problem statement sponsors and partners by MaGIC
- Access to government procurement opportunities with direct assistance to join Program Perolehan Impak Sosial Kerajaan (PPISK) by MaGIC

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- **Monitoring and Reporting Arrangements**

The project will be subjected to UNDP’s monitoring procedures in accordance with the UNDP Programme Policies and Procedures. The project will be monitored through the following:

- A Risk Log to be initiated, maintained and updated quarterly by the Project Manager to facilitate risk tracking by reviewing the external environment/factors that may affect the project implementation.
- Partnership Team meetings will be held monthly to follow up on the progress of the project, challenges and find synergies with other existing initiatives.
- Final Project Review: A final project review will be conducted a month before project closure. It shall focus on the extent to which progress is being made towards outputs, and that these remain aligned to appropriate outcomes. The Final Review will be led by UNDP Evaluation Analyst who is not involved in project implementation.

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- **UNDP’s Core Service Team and Responsible Parties**

**Artak Melkonyan, UNDP Financial Sector Hub, SDG Finance, Global Lead for UNDP IVAs**, championed and leads UNDP’s works on impact venture accelerators and is involved developing impact investment and innovative finance approaches to address SDGs. Artak has over 25-year track record of exposure to businesses and non-profit projects in over 40 countries. He is involved in jury and mentor boards for innovative start-up incubation and venture acceleration platforms. He has been named amongst Top 100 Fintech for SDG Influencers. His previous experience includes management roles in business information, private equity, Big4, banking, top government and international organizations. Artak also served as Dean of Business at French University of Armenia and taught in Thammasat University Thailand, JM University Lyon 3 France, American University of Armenia, Public Administration Academy of Armenia. He earned master’s degrees in AUA, State Engineering University of Armenia, and graduated executive programmes at Georgetown University and INSEAD.

**Chong Yin Wei, Head of Solution Mapping, Accelerator Lab**, identifies issues and solutions from the grassroots, test them and grow them into policy recommendations and formalized products for the benefit of wider community. Among the solutions she has piloted under Accelerator Lab includes rural e-commerce in Sabah, animation and gamification project for environmental action and participatory design for parks in river

conservation. She is also working in enhancing the innovation ecosystem in tackling social development issues in Malaysia in areas of impact technology with partners such as National Technology and Innovation Sandboxes. Prior to UNDP Accelerator Lab, Yin Wei worked with the Ministry of Education Malaysia - Education Performance and Delivery Unit on equity gap under the District Transformation Programme. In UNHCR Malaysia, she worked as field monitoring and evaluation officer and managed various partners and projects for refugee education.

**Clara Yan, Partnership Coordinator, UNDP Malaysia**, leads the expansion of strategic partnerships with key private sector and private/public financing institutions, including managing initiatives and events that position UNDP's global value proposition to Malaysian stakeholders as well as positioning Malaysian best practices through South-South cooperation. She is responsible to extract knowledge and evidence of UNDP's tested and proven recommendation to strengthen policy impact and SDG acceleration. Clara holds a PhD degree from Universiti Putra Malaysia. Before joining UNDP, Clara served as Head of Programme and Deputy Dean of Postgraduate School in Malaysia University of Science and Technology. She was responsible in developing the strategy and programmes, bringing together international and local partners to position the University as education destination. She has numerous publications in international peer-reviewed impact journals, her innovation and intellectual properties are merited with patents and are proven technology solutions that are groundbreaking and commercially successful. Clara has supervised and guided a pool of talented national and international Masters and Ph.D. students.

**Pratigya Khurana, Impact Measurement and Management Advisor**, SDG Finance Team, Bangkok Regional Hub with over 17 years of experience in private sector development and impact measurement and management. She has consulted for several organizations including the World Bank, International Finance Corporation (IFC), management consulting firms, NGOs and others, to strengthen the impact of the private sector and of development programmes. She has also managed several evaluations across sectors such as affordable housing, access to finance, agribusiness, G2P payments and knowledge partnerships. Before becoming an independent consultant, Pratigya served as the South Asia Head of Results Measurement for the IFC, where she set up and led the M&E practice for the region. She has also worked with UNDP in New Delhi and with the private sector. Pratigya has an M.Phil. in International Relations from the University of Cambridge, U.K. and an M.B.A. and B.A. (Honors) Economics from the University of Delhi, India.

#### **Potential Mentors (list excluding mentors from Business Partners)**

**Luciana Aguiar, Programme Manager, Business Call to Action (BCTA), UNDP**, holds a PhD degree in Social Sciences (anthropology) from Cornell University. For the last four years, she was the Private Sector in Development and Innovation Specialist for the United Nations Development Program in Brazil where she has developed innovative solutions on inclusive business, finance for development and private social investment. She has acted as a visiting professor at São Paulo University, FGV/EASP and Fundação Dom Cabral. Social Entrepreneur and founding partner of a Benefit company. She was a senior Partner of PlanoCDE, a company that produces and applies value-added knowledge for companies working with the base of the pyramid. PlanoCDE helps companies and organizations to enhance their presence and social impact on lower income populations, helping to develop products, serves and new business models.

For 15 years, Ms. Aguiar has been developing strategies to serve the people living at base of the socio-economic pyramid for institutions such as IDB, CGAP (World Bank) and national and international foundations. Together with corporations, she worked on knowledge management, impact assessment and innovation projects in the areas of financial inclusion, education, health, technology, mass consumer goods, retail and communication.

**Rabayl Mirza, Impact Management Specialist, Business Call to Action (BCTA), UNDP**, has a strong track record of supporting organisations and companies manage and measure their impact. Prior to joining BCTA, Rabayl worked as a Senior Manager for the Measurement, Learning and Evaluation function at the Aman Foundation, \$100 million social impact fund of the Abraaj Group.

At Aman, she put in place an impact framework and institutionalized evidence-based decision-making. She also led the Corporate Social Responsibility department for Pakistan International Container Terminal (PICT), a private shipping conglomerate. At PICT Rabayl set up Organization for Social Development Initiatives (OSDI) that invested in health, education and livelihoods in the rural areas of Pakistan. She has also worked as a consultant with Stimulus (Pvt) Ltd to provide technical support on program design and impact measurement, and as Monitoring and Evaluation lead for the Sindh Rural Support Programs, a Pakistani government initiative to improve livelihoods for women in the rural areas.

She has an MSc in Economic Development and Policy Analysis from the University of Nottingham (UK) and a Bachelors in Business Administration from the Institute of Business Administration in Pakistan.

**Pedro Cortez, Impact Management, International Specialist, Business Call to Action (BCTA), UNDP**, Pedro's role as an Impact Specialist at BCTA includes supporting companies to measure and manage their impact, conducting trainings on impact measurement plans development and providing technical assistance with BCTA's impact measurement tool, Impact Lab.

Pedro's professional background in business and education took him across cities within different continents - from his native Lisbon to Bogota, Seoul and Istanbul. Pedro's broad knowledge spans from financial markets as he worked at EDP, the biggest utilities company in Portugal, to education after working as an English professor in an initiative from Colombia's Ministry of Education and also marketing after his position as Marketing Director in AIESEC's Catolica office.

Pedro has a Double Degree MSc in Public Policy and Human Development from United Nations University and Maastricht University (Netherlands) and he holds a Bachelors in Business Administration from Catolica-Lisbon, School of Business and Economics in Portugal.

During his studies, Pedro was actively involved in social projects, working as both financial controller and event planner for different NGOs focusing on integration of refugees in the community of Maastricht. He speaks Portuguese, English and Spanish.

**Deliverables, Outputs and Indicators**

Deliverable(s)	Activities/Outputs	Expected Date of Achievement
<b>Deliverable 1: Setting up the accelerator programme</b>	<ol style="list-style-type: none"> <li>1. High-level description of Acceleration Curriculum developed</li> <li>2. Detailed Plan of the Accelerator Operation with timeline developed;</li> <li>3. TOR for procuring and involving external resources for implementation of the programme;</li> <li>4. Consultants, Mentors/Advisors for Business Acceleration for IVA programme identified and procured;</li> <li>5. Technical advisory provided during the selection of ventures during SICA challenge</li> <li>6. Initial scoping of potential partners</li> </ol>	June-July 2021
<b>Deliverable 2: Acceleration Activities</b>	<ol style="list-style-type: none"> <li>1. Advisory on the development of communication and outreach materials with potential international investors and partners.</li> <li>2. Business Development and Impact Training Sessions conducted</li> <li>3. SDG Alignment and IMM Advisory</li> <li>4. Mentorship session conducted with individual ventures;</li> </ol>	<p>August - October 2021</p> <p>September - October 2021</p>
<b>Deliverable 3: Visibility promotion including facilitating access to potential funders and expansion markets. Promotion and Pitching to Investor</b>	<ol style="list-style-type: none"> <li>1. Knowledge product produced from data (structured and anecdotal) from ventures/participants, mentors and possibly investors regarding the programme outcomes and lessons learned.</li> <li>2. Social media activities for Accelerator; press release in media;</li> </ol>	<p>December - Jan 2022</p> <p>August 2021 - March 2022</p>

• **Work Plan/Budget <sup>1</sup>**

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

<sup>1</sup>

## Financing Contribution from MaGIC

EXPECTED DELIVERABLES	PLANNED ACTIVITIES	PLANNED BUDGET							Budget Description	Amount USD
		Jul	Aug	Sep	Oct	Nov	Dec-Mac			
<b>Deliverable 1: Setting up the accelerator programme</b>	1.1 High-level description of Acceleration Curriculum developed; and	X							1.1 Process of co-designing accelerator curriculum between MaGIC, UNDP and external parties	36,850
	1.2 Detailed Plan of the Accelerator Operation with timeline developed									
	1.3 TOR for procuring and involving external resources for implementation of the programme;	X							1.2 Calling out for proposal and process of hiring related expertise leveraging on UNDP's network	18,450
	1.4 Consultants, Mentors/ Advisors for Business Acceleration for IVA programme identified and procured;									
	1.5 Technical advisory provided during the selection of ventures during SICA challenge	X							1.3 Identification and solicitation with external partners to participate in the accelerator	7,250
	1.6 Initial scoping of potential partners									



<b>Deliverable 2: Acceleration Activities and SDG Impact Measurement and Management</b>	2.1 Advisory to development of communication and outreach materials with potential international investors and partners.		X	X	X			2.1 Joint overall outreach with MaGIC to partners during demo day, mentorships, potential funders	6,000
	2.2 Business Development Training Sessions conducted	X	X	X	X			2.2 Thematic business training session for Business Ventures	83,000
	2.3 SDG Alignment and IMM Advisory		X	X	X			2.3 Group IMM advisory by UNDP IMM experts	17,175
	2.4 Mentorship sessions			X	X			2.4 Ventures split to thematic sessions, 1-1 mentorship at least 1 hour for all ventures; post demo day for matching grant (in-kind support),	25,375
<b>Deliverable 3: Visibility promotion including facilitating access to potential funders and expansion markets. Promotion and Pitching to Investor</b>	3.1 Communication package (inclusive of social media etc)		X	X	X	X	X	3.1 Procurement of media company for visibility and event management investors and lessons learned.	5,000
	3.2 Curation and production of knowledge product		X	X	X	X	X	3.2 Technical advisory for curation of knowledge product produced from data from ventures/	15,100

									participants, mentors and possibly	
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### Contribution from UNDP

PLANNED ACTIVITIES	PLANNED BUDGET						
	Aug	Sep	Oct	Nov	Dec-Mac '22	Budget Description	Amount USD
2.3 SDG Alignment and IMM Advisory (cohort & groups)	X	X	X			Consultancy and publication	17,175
2.4 Mandatory to all ventures for Impact related Mentorship (individual ventures)		X	X	X		Ventures split to thematic sessions, 1-1 mentorship (eg. 2000-3000 per mentorship session); at least 1 hour for all ventures; post demo day for matching grant (in-kind support),	25,375
2.5 Curation and production of knowledge product					X	UNDP will advise on data collection, support in synthesizing lessons learned from the accelerator and benchmark the successes with other accelerator in the region	3,770

### Summary Budget for Full Programme

Financing Partner	Fees and Breakdown	Amount (USD)
MaGIC	Deliverables 1-3	231,336

UNDP	Planned Activities (Deliverable 2 -items 3 to 5)	46,320
<b>Grand Total</b>		<b>277,656</b>

## United Nations Development



### ANNEX 2

#### SCHEDULE OF PAYMENT

- 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.
- 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 (GMS), etc.) to provide the development service must be recovered from the funds received under the development service agreement.
- 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).
- 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.)

- 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.
- Provide separate figures for each functional grouping or category.

#### I. Fee and Expenses Breakdown per Deliverable\*

	Deliverables	Percentage of Total Fee + Expenses (Weight for payment)	Fee + Expenses (Lump Sum, inclusive of a 8% GMS)	Payment Timing (Date)
1	<b>Deliverable 1: Setting up the accelerator programme</b>	29.74 %	68,805	15 <sup>th</sup> July 2021
2	<b>Deliverable 2: Acceleration Activities</b>	60.96 %	141,020	31 <sup>th</sup> July 2021
3	<b>Deliverable 3: Visibility promotion including facilitating access to potential funders and expansion markets</b>	9.30 %	21,511	31 <sup>th</sup> August 2021
	<b>Total</b>	<b>100%</b>	<b>USD 231,336</b>	

\*Basis for payment tranches

## United Nations Development



### ANNEX 3

#### UNDP GENERAL CONDITIONS FOR PROVISION OF DEVELOPMENT SERVICES

##### 1. 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:

- 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.
- 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.
- The Development Services are being provided by UNDP as assistance to the Recipient, further to the non-objection 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.

- UNDP will undertake the Development Services in accordance with its regulations, rules, policies and procedures, and without prejudice to its privileges and immunities.

**2. SOURCE OF INSTRUCTIONS:**

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

**3. UNDP'S RESPONSIBILITY FOR ITS PERSONNEL:**

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

**4. RECIPIENT'S DUTIES AND RESPONSIBILITIES:**

**4.1** The Recipient will make available in a timely manner for UNDP's use, at no charge to UNDP, all technical data, computer facilities, programmes, files, documentation, test data, sample output, or other information, resources, and its personnel that may be required by UNDP to perform the Development Services. Recipient will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Recipient computer facilities, programmes, 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. The Recipient shall make all necessary arrangements for its personnel with respect to safety and security.

**5. ASSIGNMENT:**

**5.1** 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. USE OF DEVELOPMENT SERVICES OF OTHER ENTITIES:**

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

## **7. COMPENSATION AND PAYMENT**

**7.1** 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.

**7.2** 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.

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

**7.4** The Recipient will reimburse UNDP for all costs incurred by UNDP in connection with any collection efforts related to or arising out of this Agreement.

**7.5** 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. ADMINISTRATION AND REPORTING**

**8.1** 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. INDEMNIFICATION; LIABILITY**

**9.1.1** 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.

**9.1.2** 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 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. RECIPIENT ACKNOWLEDGEMENT**

**10.1** 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. INSURANCE AND LIABILITIES TO THIRD PARTIES**

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

**11.1.1** maintain appropriate insurance coverage with respect to third-party motor vehicle liability insurance;

**11.1.2** 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;

**11.1.3** 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. TITLE TO EQUIPMENT**

**12.1** 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. 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. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS**

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

**15.2.2.2** 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 Discloser sufficient prior notice of a request for the disclosure of Information in order to allow the Discloser 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. 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, either Party shall give notice and full particulars in writing to the other Party, of such occurrence or change if either Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. Either Party shall also notify the other Party 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 other Party shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the other Party of a reasonable extension of time in which to perform its obligations under this Agreement.

**16.2** If either Party 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 other Party 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. 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.

**17.2** 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 18.3 ("Arbitration"), below, shall not be deemed a termination of this Agreement.

**17.3** 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.

**17.4** 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.

**17.5** In the event of any termination by the Recipient under this Article, no payment shall be due from UNDP to MaGIC except for the non-spent funds under the Agreement.

**17.5** 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.

**17.6** Notwithstanding any other provision to the contrary in this Agreement, either Party shall have the right to terminate this Agreement with immediate effect if it becomes aware of any event that, in the sole opinion of the Party, may cause reputational risk or injury to the Party or may be contrary to the Party's status, neutrality, ideals or objectives.

## **18. SETTLEMENT OF DISPUTES**

**18.1** This Agreement shall be governed by the terms provided herein, to the exclusion of application of any national and/or subnational law.

**18.2 Amicable Settlement:** The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof.

**18.3 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 18.2, 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. 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”) and Article 34 (“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”) (or should LIBOR be no longer available, then the arbitral tribunal shall have no authority to award interest in excess of the Federal Reserve Bank of New York’s Secured Overnight Financing Rate) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered because of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **19. PRIVILEGES AND IMMUNITIES**

**19.1** 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 UNDP.

## **20. 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. INTEGRITY CLAUSE**

**21.1** The Recipient and UNDP undertake to institute any such measures as are required to avoid corruption, ensuring 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.

**21.2** The Parties will inform each other in case of any well-founded suspicions of corruption.

## **22. AUDIT AND INVESTIGATION**

**22.1** 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. AUTHORITY TO MODIFY**

**23.1** 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.

## **24. COSTS**

**24.1** Each Party shall respectively bear its own costs incidental to the preparation and completion of this Agreement. The Stamp duties payable in respect of this Agreement (if any) shall be borne equally by both Parties unless Parties agree otherwise.