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AGREEMENT FOR THE PROVISION OF DEVELOPMENT SERVICES

This Agreement for the Provision of Development Services (the "Agreement") is made on this date 28th November 2019 (herein after referred to as "Effective Date") by and between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at One UN Plaza, New York, NY 10017 (hereinafter "UNDP"), and the G20 Saudi Secretariat (hereinafter called "the Recipient"), an entity organized and existing under the laws of the Kingdom of Saudi Arabia, with its headquarters at Digital City, Riyadh 11433.

WHEREAS, the Government of the Kingdom of Saudi Arabia has requested UNDP to provide certain development services as described herein to the Recipient, that will assist the Recipient in connection with its mandate to lead the preparation for the G20 Saudi Presidency in 2020 and enhance the development of G20 priorities and collective actions contributing to the implementation of the 2030 Agenda for Sustainable Development, hereto "Recipient's Programme or Project";

WHEREAS UNDP and the Recipient have concluded an agreement (hereinafter called the "Development Services Document", attached as Annex 1) on the scope of UNDP's provision of these development services to the Recipient;

WHEREAS UNDP and the Recipient share common goals and objectives with regards to the transformation of global policy towards sustainable development and the implementation of the 2030 Agenda for Sustainable Development, and wish to collaborate to further these common goals and objectives within their respective mandates;

The purpose of this Agreement is to establish a general framework for partnership and cooperation between the Parties in areas of common interest under the 2030 Agenda, having regard to their respective objectives, functions and policies. In line with the 2030 Agenda which calls for integrated and transformative approaches and stronger multi-stakeholders partnerships for sustainable development; and in line with the G20 Action Plan on the 2030 Agenda and its subsequent updates which aim to align the G20 work with, and further contribute to, the 2030 Agenda implementation through "whole-of-G20 approaches", the development service between UNDP and the Recipient will focus on scaling-up ongoing initiatives and exploring new opportunities to collaborate to further advance the global transformation towards sustainable development and the realization of the sustainable development goals (SDGs).

WHEREAS the UNDP Strategic Plan for the period [2018-2021] approved by the Executive Board provides for UNDP to work at the global, regional and country level to contribute to SDG achievement with all types of partners contributing to development results including governments, civil society, international organizations and the private sector, in areas where UNDP holds a collaborative advantage;

WHEREAS in response to the Recipient's request, UNDP, through its office located in Riyadh, submitted a proposal to the Recipient dated Thursday 31st October 2019;

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



Article 1: SCOPE OF WORK

UNDP shall provide the development services and deliverables, (the "Development Services"), as set forth in the Development Service Document attached hereto as Annex 1, in accordance with and subject to the terms and conditions of this Agreement.

The Development Services shall be provided by UNDP through its Country Office located in Riyadh.

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. No Additional Development Services shall be provided without obtaining the Recipient prior written consent on said Services and any costs associated thereof.

Article 2: TERM

This Agreement shall enter into force on the Effective Date

Commencement: UNDP shall commence providing the Development Services on or about 1st December 2019 (the "Commencement Date") unless otherwise agreed to between the Parties, PROVIDED that 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

Completion: It is expected that the Development Services will be completed approximately Thirteen months after the Commencement Date (the "Completion Date").

Failure to Reach Commencement: If the Development Services do not commence due to reasons beyond UNDP's reasonable control by the Commencement Date, this Agreement shall be declared null and void with no liability, financial or otherwise, of either Party to the other.

Article 3: FEES

The maximum amount payable by the Recipient to UNDP for the Development Services, excluding any pre-approved Additional Development Services as described below or any other amendments hereto, shall be **USD 787,470 (Seven Hundred Eighty-Seven Thousand Four Hundred Seventy US dollars)**. For the avoidance of doubts, any amendments shall not be due to a result of failure or delay of delivery by the UNDP.

The Recipient shall pay UNDP for the provision of the Development Services in accordance with the Schedule of Payments set forth in Annex 2.

Fees 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 to in advance by the Parties and shall be contained in an amendment hereto.



Unless otherwise agreed, UNDP shall submit payment notices at the intervals specified in Annex 2. UNDP's Fees for the Development Services provided by UNDP must be paid by the Recipient before UNDP initiates or continues the provision of Development Services. Each payment notice will reflect the estimated fee for the following period, [and the actual out-of-pocket expenses that are due for reimbursement from prior periods. The Recipient shall review each payment notice promptly and subject to the settlement of any queries or disputes, shall process settlement within thirty (30) calendar days of the date of the payment notice.

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

Account Name	UNDP REPRESENTATIVE IN SAUDI ARABIA
Account Number	3752220753
Bank Name	BANK OF AMERICA
Bank Address	100 North Tryon Street, Charlotte, NC. UNITED STATES OF AMERICA
SWIFT code	BOFAUS6S

Article 4: CONTACT PERSONS

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

For UNDP:

UNDP Country Office
United Nations
Alradaef Street, Safarat
Riyadh, Saudi Arabia

Attention: Mr. Adam Bouloukos
Tel No: +966-11 4885301 ext. 333
Email: adam.bouloukos@undp.org

For Recipient:

G20 Saudi Secretariat
Digital City, Saudi – P.O. Box 10100 Riyadh
Saudi Arabia
Attention: Dr. Abdullah Alhassan
Email: Aalhassan@saudisecretariat.gov.sa

Article 5: UNDP's REPORTING

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

Article 6: GENERAL TERMS AND CONDITIONS



The standard UNDP General Conditions for Provision of Development Services, attached as **Annex 3**, shall apply to this Agreement, and any subsequent agreements/amendments to this Agreement concluded in accordance with Article 1 above.

Article 7: SPECIAL TERMS AND CONDITIONS

None

Article 8: ACCEPTANCE

This Agreement including its Annexes, which form an integral part of the Agreement, supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties with respect to the provision of the Development Services.

The Parties hereby agree that the 1st December 2019 shall be construed as (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, and shall remain in force until the Completion Date.

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

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this Agreement, for and on behalf of:

G20 Saudi Secretariat


H.E. Dr. Fahad Abdullah Toonsi
General Secretary

UNITED NATIONS DEVELOPMENT PROGRAM


Dr. Adam C. Bouloukos
Resident Representative



Date: 28th November 2019

Date: 28th November 2019

**Annex 1: DEVELOPMENT SERVICES DOCUMENT
Kingdom of Saudi Arabia**

Development Services Title:

STRENGTHENING THE UN-G20 PARTNERSHIP FOR
THE 2030 AGENDA FOR SUSTAINABLE DEVELOPMENT IMPLEMENTATION

Project Number: 00118476

Start Date: 1 December 2019

End Date: 31 December 2020

Recipient	G20 SAUDI SECRETARIAT
Address	Digital City, Saudi – P.O. Box 10100 Riyadh 11433
Phone / Fax	+966 11 8296 900 / +966 11 8296 901
Email	Aalhassan@saudisecretariat.gov.sa

Summary of the development services to be provided

UNDP's engagement with the G20 has been anchored around the implementation of the 2030 Agenda for Sustainable Development in its integrity and the realization of the G20 Action Plan on the 2030 Agenda that is the G20 living document and policy framework supporting the G20 contribution to the 2030 Agenda. UNDP provides policy support to the G20 by raising the strategic importance of the SDG's achievement, providing policy support, strategic thinking and inputs to the G20 agenda, and better leveraging the UNDP's strength and integrator role to facilitate the alignment of G20 activities with the 2030 Agenda.

G20 Saudi Secretariat is benefiting from UNDP' support as a long-standing and well-regarded G20 knowledge partner on the 2030 Agenda in the preparation of the 2020 G20 Agenda and the achievement of the Riyadh Summit deliverables, building on ongoing collaborations and initiatives at the national, regional and global level. Supported by the Country Office, and the UN Country Team under the leadership of the UN Resident Coordinator in Riyadh, UNDP develops projects and provides services of common interests to support the G20 Presidency's resolve to realize the G20 leaders commitment to "further lead efforts to foster development and address other global challenges to pave the way toward an inclusive and sustainable world, as envisioned in the 2030 Agenda for Sustainable Development" (G20 Leaders Declaration, Osaka, June 2019).

UNDP and the G20 Saudi Secretariat are hereby desirous to establish a mutually beneficial cooperation and collaboration to best serve their common objectives, strengthen the UN-G20 partnership for the implementation of the 2030 Agenda for Sustainable Development, and render their respective activities more effective. UNDP will provide long-term advisory services on policy options for priority issues to the G20 Saudi Secretariat in preparation for the G20 Summit in November 2020.

Throughout the G20 Saudi Presidency, this mutually beneficial cooperation and collaboration is aimed to achieve two main deliverables:

- Policy and strategic support to the G20 presidency to further align the G20 work with the 2030 Agenda.
- Policy Support and Coordination to strengthen UNDP strategic engagement with the G20.

Total value:

USD 787,470

Agreed by (signatures):

Recipient	UNDP
H.E. Dr. Fahad Toonsi G20 Saudi Secretariat General Secretary	Dr. Adam C. Bouloukos Resident Representative
Print Name:	Print Name:
Date: 28 November 2019	Date: 28 November 2019



I. Objectives and Scope of Work

Partnering with the G20 Saudi Secretariat

Designated by its members as the “premier forum for international economic cooperation”, the G20 plays an important role in the 2030 Agenda for Sustainable Development implementation, including the Sustainable Development Goals (SDGs) and the Addis Ababa Action Agenda (AAAA), by contributing to the provision of global public goods and supporting the integration of low-income and developing countries into a sustainable global economy. Collectively, G20 members account for around 85% of global gross domestic product (GDP), 75% of world trade, 80% of global carbon dioxide emissions (CO2) and 70% of global plastic production – as well as two-thirds of the world’s population and more than half of the world’s poor. G20 collective actions are indispensable to advance towards sustainable development for all.

The G20 Saudi Secretariat is the organization with the mandate to lead the preparation for the 2020 G20 Saudi Presidency and manage the G20 Presidency in 2020 that will start on 1st December 2019 and will end 30th November 2020 after the G20 Riyadh Summit. For the first time, Saudi Arabia will hold the G20 Presidency in 2020. This is an unprecedented opportunity to strengthen the Kingdom’s engagement with the international community, to further advance the global sustainable development agenda, and to deliver outcomes for the benefit of the global economy, the Arab region, and Saudi Arabia. The G20 Saudi secretariat leads the whole-of-government G20 preparations and will conduct the implementation of the G20 2020 Agenda and work programme. In this context, UNDP and the G20 Saudi Secretariat are desirous to collaborate closely.

Development objectives and scope of work

As a long standing and well-regarded G20 knowledge partner on the 2030 Agenda, UNDP aims at encouraging the G20 to further align its agenda with the 2030 Agenda. UNDP strategic engagement with the G20 is part of the broader UN engagement with the G20 that has grown steadily since the upgrade of the Group to a Summit of leaders in 2008. Both in the G20 finance and Sherpa tracks and every workstreams where UNDP has been invited to provide inputs, UNDP has consistently focused on mobilizing G20 attention to global development challenges, and to the needs of the most vulnerable countries and population. It has also been a strong advocate for forward-looking policies and approaches towards sustainable, inclusive and equitable growth. This engagement has contributed to the strengthened G20 attention to sustainable development, including the adoption of the G20 Action Plan on the 2030 Agenda (2016) which design and adoption was facilitated by UNDP, and provided further impetus to the UN system strategic engagement with the G20, as defined by the UN Secretary General.

Overall, strengthening UNDP’s engagement with the G20 serves to mobilize G20 commitment to the 2030 Agenda more effectively, develop economic and financial policies further aligned with the SDGs, and better represent the multilateral, longer-term and cross-cutting approach that characterizes UN global frameworks.

This mutually beneficial cooperation and collaboration is aimed to achieve two main deliverables:

- *Policy and strategic support to the G20 presidency to further align the G20 work with the 2030 Agenda.*
- *Policy Support and Coordination to strengthen UNDP strategic engagement with the G20.*



II. Deliverables of the Development Service Agreement

Cooperation between the G20 Saudi Secretariat and UNDP will be realized through support functions aiming at achieving the overarching goal of the Agreement, that is to further contribute to the 2030 Agenda for sustainable development implementation. Main support functions to the G20 Saudi Secretariat are outlined as below and can be fleshed out as needed.

The following sections give more specifics on the 2 deliverables and related functions, their objectives and how they are going to be realized, and the required funding to implement them as a full-fledged development service.

1. Policy and Strategic Support to the G20 Presidency to further Align the G20 Agenda with the 2030 Agenda for Sustainable Development

Support functions will include:

- High-Level policy support on all sustainable development related issues with a focus on international cooperation in various policy areas related to global sustainable development challenges.
- Strategic thinking on how to move forward the G20 Action Plan on the 2030 Agenda and subsequent Updates and implementing agreed G20 collective actions across the G20 Sustainable Development Sectors.
- High-Level Policy support to align the 2020 G20 agenda and priorities with the UN agenda.
- Strategic thinking, forward-looking analysis on emerging trends and global challenges to develop G20 policy options in relation to the 2030 Agenda implementation.
- Policy resource and support preparation ahead of G20 meetings and relevant working group meetings in relation to the 2030 Agenda.
- Supporting the preparation and realization of the G20 policy agenda and documents and ensure that they are well-aligned with G20 objectives, past G20 commitments, and sustains continuity of the G20 work across presidencies, and further contribute to the 2030 Agenda implementation.
- Facilitating dialogue and policy consensus among G20 members and other stakeholders (Non G20 members, International Organizations, G20 Engagements Groups) and help mobilize the requisite political will to advance the transformation towards sustainable development.

Implementation: A full-time UNDP Senior Policy Advisor will provide policy support to the G20 Saudi Secretariat with the goal to strengthen UN-G20 partnership for sustainable development and mobilize efforts to address on global sustainable development challenges during the 2020 G20 Presidency. Additionally, 3 policy analysts such as young professional officers or short-term consultants will provide policy and technical support to prepare all the documents needed and help facilitate the design of G20 Presidency priorities and outcomes in this workstream.

2. Policy Support and Coordination to Strengthen UNDP' Strategic Engagement with the G20



Support Functions will include:

- Policy support to integrate UNDP's economic, social and environmental work into a coherent sustainable development policy and programming framework in the UNDP strategic engagement with the G20.
- Upon request from the G20 Presidency, policy support on sustainable development related priorities and outcomes, including, but not limited to, the Riyadh Update on the G20 Action Plan on the 2030 Agenda, a G20 Multi-Year Action Plan on Financing for Sustainable Development, a G20 Action Plan on Water Management, sustainable urban development, etc. as that might arise, and providing inputs to the deliverables to facilitate their design and adoption by G20 members at the G20 Riyadh Summit.
- Enhance coordination of UN engagement both with the G20 finance and Sherpa track to ensure greater impact of UNDP Administrator participation in the G20 finance track and providing support to the UN Sherpa.
- Policy support to the participation of UN Development System representatives in various G20 workstreams.
- Organizing the annual UNDP-OECD-G20 Workshop on "Sustainable Development and Inclusive Globalization.
- Liaise with the UN-G20 Working Group under the leadership of the UN G20 Sherpa, and establish working processes with other UN agencies, and other relevant entities to partner with on G20 sustainable development policies
- Support to UNDP Country Office and UNCT in their engagement with the G20 presidency and development partners as needed.

Implementation: The UNDP Senior Policy Advisor will be supporting the UNDP strategic engagement with the G20, including by coordinating and managing a New York based UNDP team of 3 policy specialists covering several areas of the G20 work, and allocating 30 percent of their working time in 2020 to provide UNDP inputs to, and facilitate the design of, G20 Summit deliverables upon request from the G20 Presidency. The policy design and organization in fall 2020 of the annual UNDP-OECD-G20 workshop and informal DWG meeting will be another important deliverable and function of this team.

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

The following risks and delays might affect the implementation of the Development Service Agreement and specific mitigations measures might be taken:

- 1) Unsatisfactory performance by UNDP Staff involved in the services implementation.
Mitigation: Consultation with UNDP to address the issue and any serious breach of duties and obligations by UNDP staff may lead to termination of the Agreement as outlined in Annex 3.
- 2) Delay in transferring the funds to UNDP to commence the implementation of services.
Mitigation: The G20 Saudi Secretariat to obtain clearances for the allocation of funding from the relevant authorities in advance.
- 3) Change in priorities for policy Work.
Mitigation: Action Plan is developed on a quarterly basis agreed upon by the G20 Saudi Secretariat and UNDP in the High-Level Steering Committee (i.e. Section IV).



- 4) Delays in receiving feedback from national development partners on common projects and initiatives.
- 5) **Mitigation:** close follow-up by the G20 Saudi Secretariat with relevant national entities at the highest level possible.

IV. Monitoring and Reporting Arrangements

A High-Level Steering Committee is to be established to provide direction and oversee the overall progress of implementation of activities. The Steering Committee will meet at least every three months and as needed. The Committee will be chaired by the Secretary General of the G20 Saudi Secretariat (G2OSS) with membership of UN Resident Coordinator, UNDP Saudi Arabia Resident Representative and a representative from the Ministry of Economy and Planning. The Senior Policy Advisor will act as a secretary for the Steering Committee.

The Senior Policy Advisor will report to UNDP Saudi Arabia Resident Representative and UNDP Headquarters (BPPS/SPE). Progress reports are to be submitted by the Senior Policy Advisor every six months to UNDP and G2OSS. The UNDP Country Office will make available the required administrative and financial reporting according to established UNDP procedures and guidelines.

The UNDP Resident Representative will ensure that UN Country Team (UNCT) is kept abreast and fully informed of progress made during the UNCT regular meetings.

V. UNDP's Core Service Team and Responsible Parties

The Senior Policy Advisor will provide policy support to the G20 Saudi Secretariat with the goal to strengthen UN-G20 partnership for sustainable development and mobilize efforts to address global sustainable development challenges. He/she will both support the G20 presidency in the group's effort to further align its policies with the 2030 Agenda and develop the UNDP strategic engagement with the G20 by coordinating a UNDP team of experts providing inputs to deliverables upon the request from the G20 Saudi Presidency.

A UNDP team of experts, based in New York, will dedicate a significant amount of time (30%) and expertise to provide inputs to UNDP participation in G20 meetings and deliverables for the G20 summit upon the request from the G20 Saudi Presidency.

The UNDP Resident Representative will coordinate and manage the realization of the Service Agreement and contribute, in consultation with the UN Resident Coordinator, to develop common projects and initiatives with development partners as outlined above in Section II.



Deliverables and Indicators

Deliverable(s)	INDICATORS	Expected Date of Achievement
Deliverable 1 <i>Policy Support to the G20 presidency to Further Align the G20 Agenda with the 2030 Agenda</i>	<p>1.1 Policy support to design and align the 2020 G20 agenda and priorities with the 2030 Agenda for Sustainable Development.</p> <p>1.2 Policy support to the G20 Presidency to realize the 2020 G20 Agenda and achieve Riyadh Summit deliverables in line with the 2030 Agenda and accelerating progress toward the SDGs</p>	<p>December 2019</p> <p>November 2020</p>
Deliverable 2 <i>Policy Support and Coordination to Strengthen UNDP Strategic Engagement with the G20</i>	<p>2.1 Develop and support UNDP strategic engagement with the G20 in its integrator role for sustainable development and contributing to deliverables upon request from the G20 Presidency for the Riyadh Summit (i.e. Riyadh Update; Multi-year Action Plan on Financing for Sustainable Development; etc.).</p> <p>2.2. Enhance coordination across UNDP and the UN-system to streamline and strengthen UN collaboration with the G20.</p> <p>2.3 Policy design and organization of the Annual UNDP-OECD-G20 workshop and informal DWG.</p>	<p>November 2020</p> <p>Throughout 2020</p> <p>October 2020</p>



VI. Work Plan/Budget ¹

DELIVERABLES	PLANNED ACTIVITIES	RATIONALE	Responsible	TIMING	PLANNED BUDGET		
					Budget Description	Amount US \$	Schedule of Payment
Deliverable 1	1.1 Policy support to the G20 Presidency to realize the 2020 G20 Agenda and achieve Riyadh Summit deliverables in line with the 2030 Agenda and accelerating progress toward the SDGs.	Advancing the G20 Presidency agenda on Sustainable development (Policy support, Strategic thinking, diplomacy)	UNDP	Throughout 2020	Senior Policy Advisor (P5/5) Salary, benefits and allowances, 12 months	285,003	Start of UNDP Service provision



¹ Cost definitions and classifications for programme and development effectiveness costs to be charged to the project are defined in the Executive Board decision DP/2010/32

DELIVERABLES	PLANNED ACTIVITIES	RATIONALE	Responsible	TIMING	PLANNED BUDGET		
					Budget Description	Amount US \$	Schedule of Payment
	1.2 Three (3) Policy Analysts to provide policy and technical support to prepare all the documents needed and help facilitate the design of G20 Presidency priorities and outcomes in this workstream (Stationed 70% of their time at the MEP and 30% at G20SS)	Technical and policy support for advancing the G20 Presidency agenda. Facilitating collaboration between MEP and G20SS.	UNDP	Throughout 2020	Short terms consultancies	250,000	
	1.3 Travels for the Senior Policy Advisor to G20 meetings out of Riyadh (5 missions * US\$ 1000 average)	Policy support, engagement with G20 members, diplomacy	UNDP	Throughout 2020	Travels, daily subsistence allowance, terminal allowance	5,000	
Sub-Total for Deliverable 1						540,003	



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DELIVERABLES	PLANNED ACTIVITIES	RATIONALE	Responsible	TIMING	PLANNED BUDGET		
					Budget Description	Amount US \$	Schedule of Payment
Deliverable 2	2.1 Develop and support UNDP strategic engagement with the G20 in its integrator role for sustainable development and contributing to deliverables upon request from the G20 Presidency for the Riyadh Summit (i.e. Riyadh Update; Multi-year Action Plan on Financing for Sustainable Development, etc.). This is subject to changes and requires the approval of the entities on the outcome.	UNDP' products, activities, presentations and deliverables upon request from the G20 presidency. A team of UNDP experts delivering on G20 requests to UNDP and contributing to UNDP representations in the G20.	UNDP	Throughout 2020	Three UNDP policy specialists (P3/1- 30% of working time). Secretariat – New York	107.126	Start of UNDP Service provision



DELIVERABLES	PLANNED ACTIVITIES	RATIONALE	Responsible	TIMING	PLANNED BUDGET		
					Budget Description	Amount US \$	Schedule of Payment
	2.2 Enhance coordination across UNDP and the UN-system to streamline and strengthen UN collaboration with the G20.	Coordination with UNDP Expert team and UN system colleagues. 6-7 travels Riyadh -NY in 2020	UNDP	Throughout 2020	Travels - coordination of UNDP engagement with the G20	48,000	
	2.3 Policy preparation and organization of the annual UNDP-OECD-G20 workshop and informal DWG meeting	Policy agenda setting of the workshop, preparation, travel of UNDP participants to Paris	UNDP	October 2020	Policy preps, organization, speakers., travel, etc.	40,000	
Sub-Total for Deliverable 2						195.126	
Subtotal for 2 Deliverables						735,129	
	Direct Project Cost (DPC) at 4%	Costs of programme, administrative and operational support activities – Managed by UNDP-KSA	UNDP			29,405	
Subtotal including DPC						764,534	



DELIVERABLES	PLANNED ACTIVITIES	RATIONALE	Responsible	TIMING	PLANNED BUDGET		
					Budget Description	Amount US \$	Schedule of Payment
General Management Support (GMS) at 3%		Costs incurred in providing general management and oversight functions of the organization as a whole to support activities, projects and programmes, and services provided, that cannot be traced unequivocally to specific activities, project or programmes. These costs are incurred throughout and at all levels of the organization.	UNDP		22,936		
GRAND TOTAL						787,470	



Annex 2

SCHEDULE OF PAYMENT

	Deliverables	Percentage of Total Fee + Expenses (Weight for payment)	Fee + Expenses (Lump Sum, All Inclusive)	Payment Timing (Date)
1	Deliverable 1	67%	540,003	Upon signature
2	Deliverable 2	26%	195,126	Upon signature
3	Direct Project Cost (DPC)	4%	29,405	Upon signature
4	General Management Support (GMS)	3%	22,936	Upon signature
	Total	100%	USD 787,470	



Annex 3

UNDP GENERAL CONDITIONS FOR PROVISION OF DEVELOPMENT SERVICES

1.0 BASIS OF ARRANGEMENT and LEGAL STATUS OF THE PARTIES:

The United Nations Development Programme (“UNDP”) and the Recipient shall each be referred to as a “Party” hereunder, and:

- 1.1 Pursuant, inter alia, to the [Charter of the United Nations](#) and the [Convention on the Privileges and Immunities of the United Nations](#), the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 1.2 Nothing contained in or relating to the Agreement to which these General Conditions apply and to which such General Conditions form an integral part thereof, (each, an “Agreement”), shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or responsible parties of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 1.3 The Development Services are being provided by UNDP as assistance to the Recipient, at the request of the Government of the Kingdom of Saudi Arabia and further to the Agreement of the Recipient, towards the Recipient’s contribution to international development goals. The Development Services are performed by UNDP further to and consistent with its mandate. The Parties agree that nothing herein shall be construed as the Parties engaging in a commercial relationship.
- 1.4 Both Parties will undertake the performance of this Agreement in accordance with its regulations, rules, policies and procedures, and without prejudice to its privileges and immunities.

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 UNDP'S RESPONSIBILITY FOR ITS PERSONNEL:



UNDP shall be responsible for the professional and technical competence of its personnel. UNDP undertakes to dedicate a team of its personnel having the experience and expertise to deliver the Services to the Recipient as required under this Agreement. Any change in the deployed personnel in the Recipient premises shall be communicated in writing to the Recipient.

4.0 RECIPIENT'S DUTIES AND RESPONSIBILITIES:

Notwithstanding the Confidentiality obligations stipulated herewith, the Recipient will make available in a timely manner for UNDP's use, at no charge to UNDP, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and its personnel that may be required by UNDP to perform the Development Services. Recipient will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Recipient computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Recipient. Recipient will provide, at no charge to UNDP, reasonable office space and equipment at Recipient's facilities (e.g., telecommunications requirements, copiers, etc.) as UNDP requires in performing the Development Services. The Recipient's personnel provided to UNDP further to the foregoing, shall in no way be considered staff or personnel of UNDP, and among other things, shall not be covered by UNDP's privileges and immunities and shall not be included in UNDP's security arrangements. Recipient shall make all necessary arrangements for its personnel with respect to safety and security.

5.0 ASSIGNMENT:

Neither Party may assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of their respective rights, claims or obligations under this Agreement except with the prior written consent of the other Party.

6.0 USE OF DEVELOPMENT SERVICES OF OTHER ENTITIES:

UNDP may require the Development Services of other entities ("Responsible Parties") to assist it in certain aspects of the provision of Development Services provided that it obtains the Recipients written approval. UNDP's use of a Responsible Party shall not relieve the UNDP of any of its obligations under this Agreement.

7.0 FEES AND PAYMENT:

The fees of UNDP for the provision of Development Services are as stipulated in 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.



Fees for any additional Development Services provided by UNDP relating to the Service shall be as agreed by the Parties, as set forth in the Agreement.

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

In addition to any other remedy available to UNDP the event of late payments for unjustified reason, UNDP shall provide the Recipient with a written notice of this delay and grant it a grace period of 15 business days to pay such amount.

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 not be the Recipient's sole remedy under this Agreement with respect to the provision of the Development Services.

8.0 ADMINISTRATION AND REPORTING:

UNDP's management of resources received and expenditures incurred under/further to the Agreement, shall be in accordance with UNDP's regulations, rules, policies and procedures. UNDP shall provide to the Recipient, reports and documents prepared in accordance with UNDP accounting and reporting procedures, in the form, numbers and within the time periods set forth in the said **Annex 1**.

9.0 INDEMNIFICATION; LIABILITY:

9.1 (a) The Recipient agrees to indemnify and hold UNDP harmless from and against all claims, liabilities, losses, damages, and expenses (including the costs of UNDP's professional time) as incurred (collectively "Losses") relating to the Development Services, including any Losses asserted by the Recipient, its agents or representatives, or third parties and any Losses, costs, etc. sustained by UNDP when participating in any legal, regulatory, or administrative proceeding relating to the Agreement, 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 its obligations under the Agreement. The Parties acknowledge and agree that the Recipient will not be responsible for third party claims.



(b) Notwithstanding the foregoing, the Recipient shall not be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

9.2 In no event shall the UNDP, its members, officials, staff, other personnel and advisors have any liability, financial or otherwise, under any paragraph of this Agreement, except as provided in Article 8 of the General Conditions, above.

10.0 RECIPIENT ACKNOWLEDGEMENT:

It is the long-standing practice of UNDP to serve and work with multiple stakeholders within and across countries, including those with opposing economic interests. These include, but are not limited to, governments and affiliated organizations, inter-governmental organizations, non-governmental organizations, civil society organizations, as well as other private sector entities. UNDP is committed to maintaining the confidentiality of each Recipient's information (generally as described in this Agreement) in all such situations. Accordingly, the Recipient acknowledges the possibility and agrees that UNDP may have served, may currently be serving or may in the future serve other organizations and entities whose interests are adverse to those of the Recipient, including parties with whom the Recipient (i) competes; (ii) has a commercial relationship or potential commercial relationship (e.g., suppliers, distributors); (iii) enters into competitive bidding situations; and (iv) enters into or considers entering into merger, acquisition, divestiture, alliance or joint venture transactions.

11.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

- (a) maintain appropriate insurance coverage with respect to third-party motor vehicle liability insurance;
- (b) maintain appropriate cargo insurance against loss of or damage to supplies and equipment, if any, purchased in whole or in part with funds provided under this Agreement until transferred to the Recipient;
- (c) with regard to its Staff, Consultants and other personnel, maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of UNDP; and maintain malicious acts insurance.

12.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by the Recipient shall rest with the Recipient and any such equipment shall be returned to the Recipient at the conclusion of this Agreement or when no longer needed by the UNDP. Such equipment, when returned to the Recipient, shall be in the same condition as when delivered to UNDP, subject



to normal wear and tear. UNDP shall be liable to compensate the Recipient for equipment determined to be damaged or degraded beyond normal wear and tear.

13.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

13.1 Except as is otherwise expressly provided in writing in the Agreement, the Recipient shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the UNDP has developed for the Recipient under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. Nonetheless, the Recipient shall grant UNDP a perpetual, royalty-free license to (reproduce, adapt, modify, distribute, sub-license) make use of such intellectual property or other proprietary rights for non-commercial purposes, including the ability to further license to other non-private sector of the Recipients and its programme governments in accordance with the requirements of the agreement between UNDP and the Recipient(s) concerned and its basic cooperation agreement with programme governments, respectively.

13.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of UNDP: (i) that pre-existed the performance by UNDP of its obligations under the Agreement, or (ii) that UNDP may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the Recipient does not and shall not claim any ownership interest thereto, and UNDP grants to the Recipient a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.

13.3 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by UNDP from the Recipient under the Agreement shall be the property of the Recipient, shall be made available for use or inspection by the Recipient at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Recipient authorized officials on completion of work under the Agreement.

14.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

Either Party shall not advertise or use the name, emblem or trademarks of the other, or any of its programmes, projects or affiliates, or any abbreviation thereof, without the express prior written approval of Party owning such marks in each case. In no event will authorization to use a Party name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by such Party of the other and/or its business or Development Services. In making such request, a Party wishing to use such marks must submit an outline and draft of the proposed use of the name or emblem to the other Party.



15.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Disclosee") during the course of performance of the Agreement, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

15.1 The recipient ("Disclosee") of such information shall:

15.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

15.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

15.2 Provided that the Disclosee has a written agreement with the following persons or entities requiring them to treat the Information as confidential in accordance with the Agreement and this Article 13, the Disclosee may disclose Information to:

15.2.1 any other party with the Discloser's prior written consent; and,

15.2.2 the Disclosee's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Agreement, and employees, officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Agreement, provided that, for these purposes a controlled legal entity means:

15.2.2.1a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

15.2.2.2 any entity over which the Party exercises effective managerial control; or,

15.2.2.3 for the UNDP, an affiliated Fund such as UNCDF and UNV.

15.3 The Disclosee may disclose Information to the minimum extent required by law, provided that, subject to and without any waiver of the privileges and immunities of either Party, 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.

16.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

16.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, a non-performing Party shall give notice and full particulars in writing to the other Party, of such occurrence or change if a non-performing Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The non-performing 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 non-performing 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 non-performing Party of a reasonable extension of time in which to perform its obligations under this Agreement.

16.2 If the non-performing 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.



17.0 TERM AND TERMINATION

17.1 The term of this Agreement will commence on the Effective Date and will continue in effect until the Completion Date unless earlier terminated pursuant to the terms of this Agreement.

17.1 Either party may terminate this Agreement for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party.

17.2 The Recipient reserves the right to terminate without cause this Agreement at any time upon 10 days prior written notice to UNDP, in which case the Recipient shall reimburse UNDP for all actual costs for delivered services incurred by UNDP prior to receipt of the notice of termination.

17.3 In the event of any termination by UNDP under this Article, no payment shall be due from the Recipient to the UNDP except for work and Development Services performed in conformity with the express terms of this Agreement.

17.4 Upon any expiration or termination of this Agreement, each party will return promptly or, at the other Party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other Party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements.

18.0 SETTLEMENT OF DISPUTES

18.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

18.2 Any disagreement arising out of or relating to the interpretation of, compliance with or execution of this Agreement shall be resolved by the Parties by mutual agreement.

19.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs. Nothing in this Agreement shall be construed whether directly or indirectly, express or implied as a waiver of the privileges and immunities granted to the G20 Secretariat and its members holding any type of immunities.



20.0 TAX EXEMPTION

20.1 The Fees 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 Saudi 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 Saudi Governmental authority(ies). In such case, if UNDP is able to recover the taxes paid, it shall reimburse them to the Recipient.

21.0 INTEGRITY CLAUSE

21.1 The Recipient and UNDP undertake to institute any such measures as are required to avoid corruption, ensuring in particular that no such payments or other considerations are offered or accepted. Both Parties acknowledge that a violation of the integrity clause shall, as a rule, result in revocation and early termination of the Agreement.

The parties will inform each other in case of any well-founded suspicions of corruption.

22.0 AUDIT AND INVESTIGATION:

All payments received by UNDP under this Agreement shall be subject exclusively to internal and external audit in accordance with the United Nations audit principles and procedures and UNDP's Financial Regulations and Rules. Information related to the implementation of this Agreement may be provided in so far as it shall be deemed compatible with UNDP's Financial Regulations and Rules, policies and procedures, and its juridical status as an International Organization of the UN System.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Recipient. Accordingly, no modification or change in this Agreement shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Recipient and jointly by the UNDP Authorized Official.



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