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**Instructions For Project/Portfolio Cooperation Agreement**

**with an Implementing Partner**

The instruction page, as well as any other instructions in this template, are only for the Business Unit’s guidance and shall be deleted before the agreement is sent to the IP for review and signature.

**How to use this template agreement:**

1. This template is to be used for the implementation of a Project or of the relevant Work Plan(s) of a Portfolio by a Non-Governmental Organization (NGO) or Civil Society Organization (CSO). It may also be adapted and used for the implementation of a Project or the relevant Work Plan(s) of a Portfolio by an institution whom UNDP does not have a basic agreement with, such as an Inter-Governmental Organization (IGO) with whom UNDP does not have a Standard Basic Executing Agency Agreement (SBEAA) with.
2. Please complete the Face Sheet with the correct information.
3. Please review the footnotes as they contain drafting guidelines, and delete them prior to sharing the draft Agreement with the Implementing Partner.
4. Please attach the Project/Portfolio Document as Annex A to this Agreement.
5. Please ensure that any donor-specific changes or additions required pursuant to such donor’s Financing Agreement with UNDP are correctly reflected through the Special Conditions attached to this Agreement as Appendix 1. Special Conditions incorporating donor-specific changes or additions are not considered a deviation from this template and need not be reviewed or cleared by the Bureau for Management Services, Office of Legal Services (“BMS/OLS”).
6. Any deviations from this template Agreement must be reviewed and cleared by BMS/OLS. Please contact the BMS/OLS P&P Team for assistance and clearance. Please have two originals of the final Agreement signed by each Party. After signature, UNDP keeps one original and provides the Implementing Partner with the other original.

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# PROJECT/PORTFOLIO COOPERATION AGREEMENT

# THE UNITED NATIONS DEVELOPMENT PROGRAMME

**AND** [**INSERT NAME OF THE IMPLEMENTING PARTNER**][**Reference No.** *insert reference number, if any; if none, delete bracketed text*]

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| --- |
| 1. **Country**:

Where the Project or the Portfolio (as applicable) is regional or global, all references to the Country shall be deemed to refer to any programme country where the global or regional Project or Portfolio will be implemented. |
| 2. **Implementing Partner**: incorporated under the laws of with address at  |
| 3. **Project/Portfolio Number and Title**:**(a)** If this is a Project [ ] Project Number: Project Title: **(b)** If this is a Portfolio [ ] Portfolio Number: Portfolio Title: Work Plan(s):  |
| 4. **Implementation Period**: From to  |
| 5. **Budget**: Up to the amount of USD ( United States Dollars) |
| 6. **Working language for Reports**:  |
| 7. **Information for Implementing Partner Bank Account into which funds will be disbursed**: Account Name:  Account Title:  Account Number:  Bank Name:  Bank Address:  Bank SWIFT Code:  Bank Code:  Routing instructions for disbursements:  |
| 8. **Notices to Implementing Partner**:Name:Address:Tel:Email: | 9. **Notices to UNDP**:Name:Address:Tel:Email: |
| 10. **Authorized official of the Implementing Partner to approve all FACE forms submitted by the Implementing Partner** (e.g. Chief Financial Officer or Head of Accounts or equivalent who has the appropriate authority in accordance with the IP’s governance structure):Name:Title: |

1. The following documents constitute the entire agreement (the “Agreement”) between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:

1. This face sheet (“Face Sheet”);
2. [Appendix 1 - UNDP Special Conditions];[[1]](#footnote-2)
3. Standard Terms and Conditions;
4. Annex A – Project/Portfolio Document (including the Work Plan(s) to be implemented by the Implementing Partner);
5. Annex B – Specimen Signature Form (to be completed and submitted by the Implementing Partner prior to the release of any funds by UNDP);
6. [Annex C – On-Granting Provisions Applicable to the Implementing Partner].[[2]](#footnote-3)

If there is inconsistency between any documents forming part of this Agreement, this Agreement will be interpreted in the above order of priority.

2. This Agreement shall enter into force on the date the last Party signs this Face Sheet.

**IN WITNESS WHEREOF,** the Parties hereto have signed this Agreement on the date set forth below.

|  |  |
| --- | --- |
| **For the Implementing Partner** | **For UNDP** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

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**Standard Terms and Conditions**

**1. DEFINITIONS**

**“Agreement”** shall have the meaning ascribed to such term in the Face Sheet.

**“Budget”** shall mean the budget for the Project, or for the relevant Work Plan(s) of the Portfolio to be implemented by the IP, up to the amount set forth in Block 5 of the Face Sheet and described in detail in the Project/Portfolio Document.

**“Country”** shall mean the country named in Block 1 of the Face Sheet.

**“Equipment”** shall mean any non-consumable supplies, equipment, vehicles, and non-expendable materials financed by UNDP or furnished by UNDP to the Implementing Partner under this Agreement.

**“Expenditures”** shall mean any disbursements made by the IP, and valid outstanding obligations incurred by the IP in connection with the Outputs and Activities.

**“FACE Form”** shall mean the HACT Funding Authorization and Certificate of Expenditures (FACE) form, which can be accessed under the following link: [UNSDG | Funding Authorization and Certificate of Expenditures Form](https://unsdg.un.org/resources/funding-authorization-and-certificate-expenditures-form).

**"Government"** shall mean the Government of the Country or, if the Project or the Portfolio is regional or global, “Government” shall mean the Government of any programme country where the global or regional Project or Portfolio will be implemented.

**“HACT”** shall mean the Harmonized Approach to Cash Transfer.

**“Implementing Partner”** or **“IP”** shall mean the entity named in Block 2 of the Face Sheet.

**“Income”** shall mean the interest on Project or Portfolio funds and all revenue derived from the use or sale of capital equipment, items purchased with funds provided by UNDP, or revenues generated from the Outputs and Activities.

**“Inputs”** shall mean the inputs to the Project, or to the Work Plan(s) of the Portfolio to be implemented by the IP, being provided with UNDP resources and as described in the Project Document/Portfolio Document.

**“IP Personnel”** shall mean the Implementing Partner’s responsible parties, their respective sub-recipients and other entities involved in the implementation of the Activities, either as contractors or subcontractors and their officials, employees, agents, servants, and any individual performing services for them under this Agreement.

**“Manager”** shall mean the person appointed by the IP, in consultation with UNDP and with the approval of the Government, who has the overall responsibility for the implementation of the Project, or the Workplan(s) of the Portfolio on behalf of the IP; provided that the approval of the Government shall not be required where the Project or the Portfolio is global or regional.

**“Objectives”** shall mean the objectives for the Project, or the Work Plan(s) of the Portfolio to be implemented by the IP, as described in the Portfolio Document.

**“Outputs and Activities”** shall mean the outputs and activities for the Project as described in the Project Document, or the outputs and activities for the Work Plan(s) of the Portfolio to be implemented by the IP as described in the Portfolio Document.

**“Parties”** shall mean UNDP and the Implementing Partner, and “**Party**” shall mean either one of them.

**“Project”** or **“Portfolio”** shall mean the project or the portfolio as specified in Block 3 of the Face Sheet, which is further described in the Project/Portfolio Document.

**“Project/Portfolio Document”** is attached as Annex A to this Agreement, titled “Project Document” or “Portfolio Document” as applicable, including any subsequent revisions agreed upon from time to time by the parties to the Project/Portfolio Document.

**“Specimen Signature Form”** is attached as Annex B to this Agreement.

“**Subcontractors**” shall mean entities to which the IP may provide Project or Portfolio funds or third parties to which the IP may make direct payments to carry out Outputs and Activities.

**“UNDP”** shall mean the United Nations Development Programme, a subsidiary organ of the United Nations, established by the United Nations General Assembly.

**“UNDP Resident Representative”** shall mean the UNDP official in charge of the UNDP office in the Country or the person acting on their behalf.

**“Work Plan”** shall mean each schedule of activities, with corresponding time frames, resources, and responsibilities, which is set out in the Project/Portfolio Document and deemed necessary to achieve the Objectives, including any subsequent revisions to such Work Plan agreed upon from time to time by the parties to the Project/Portfolio Document.

**2. OBJECTIVE AND SCOPE**

**2.1** This Agreement sets forth the general terms and conditions of the cooperation between the Parties in all aspects of the Project or the Portfolio (as applicable) to achieve the Objectives.

**2.2** The IP agrees to implement the Project or the Work Plan(s) of the Portfolio (as applicable). The IP hereby acknowledges that it has read and agrees to be bound, *mutatis mutandis,* by the obligations and agreements set forth in the Project/Portfolio Document and Annexes as fully set forth herein. This undertaking includes the obligations of the IP and other terms set forth in the section of the Project/Portfolio Document entitled “Risk Management”, e.g., the provisions regarding the application of the UNDP policies for the prevention, investigation, recording and reporting of sexual exploitation and sexual abuse, and sexual harassment, as well as social and environmental standards including grievance mechanisms, prohibition of misuse of funds, fraud and/or corruption and anti-money laundering and countering the financing of terrorism.

**2.3** The IP acknowledges that it may be subject to a capacity assessment as required by UNDP’s Regulations, Rules and Policies, including the UNDP’s HACT policy, to ensure it has the necessary capacity to implement Outputs and Activities that are being assigned to it and that it is able to appropriately manage and report on funds transferred by UNDP. The capacity assessment will be performed by a qualified third-party service provider selected by UNDP, and the results will be used by UNDP to determine how cash transfers will be made to the IP. UNDP will discuss the results of the capacity assessment with the IP and agree on measures to be taken to address any concerns raised. The IP shall provide its full and timely cooperation for the completion of the capacity assessment. Such cooperation shall include, but shall not be limited to, the IP’s obligation to make available its personnel and any relevant documentation for such purposes, at reasonable times and on reasonable conditions, and to grant to the service provider access to the IP’s and its agents, premises at reasonable times and on reasonable conditions for the purpose of completing the capacity assessment.

**2.4** The Parties agree to join efforts and to maintain close working relationships in order to achieve the Objectives.

**3. DURATION**

**3.1** The IP shall implement the Project or the Work Plan(s) of the Portfolio (as applicable) during the period set forth in Block 4 of the Face Sheet and in accordance with the time frame or schedule set out in the Project/Portfolio Document.

**3.2** Should it become evident to either Party during the implementation of the Project or the Portfolio that an extension beyond the implementation end date set forth in Block 4 of the Face Sheet will be necessary to achieve the Objectives, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new implementation end date and agreeing to an extension of the Project or the Portfolio implementation period with the Government. If the Parties and the Government agree on a new implementation end date, the Parties shall conclude an amendment to this effect in accordance with Article 23 (*Modifications; Notices*) below.

**4. GENERAL RESPONSIBILITIES**

**4.1** The Parties agree to carry out their respective responsibilities as set out in the Project/Portfolio Document in accordance with the provisions of this Agreement. The IP shall undertake the Outputs and Activities in accordance with its financial regulations and rules to the extent they are consistent with UNDP’s Financial Regulations and Rules. In the event that the former and the latter are not consistent, the IP shall follow UNDP’s Financial Regulations and Rules.

**4.2** The Parties shall keep each other informed of all activities pertaining to the Project or the Portfolio and shall consult once every three (3) months or as circumstances arise that may have a bearing on the status of either Party in the Country, or that may affect the achievement of the Objectives, with a view to reviewing the Work Plan(s).

**4.3** The IP shall promptly notify UNDP about any changes regarding its legal status and/or management during the Implementation Period.

**4.4** Subject to and without prejudice to its privileges and immunities, UNDP will cooperate with the IP in obtaining any licenses and permits that must be obtained by the IP under national laws, where appropriate and necessary, for the achievement of the Objectives. The Parties will cooperate in the preparation of any reports, statements or disclosures which are required by any such applicable national law.

**4.5** The IP shall use the name (including abbreviations), emblem, or official seal of the United Nations or UNDP solely in direct connection with the Project or the Portfolio and subject to prior written consent of UNDP. Under no circumstances shall such consent be granted in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

**4.6** The activities under this Agreement are in support of the Government’s efforts, and the IP will communicate with the Government as necessary. The Manager will be responsible for day-to-day contacts with the relevant national authorities and with UNDP on operational matters during the implementation of the Project or the Portfolio. Any proposed substitution or replacement of the Manager by the IP shall require the approval of UNDP and (except in cases where the Project/Portfolio is global or regional) the Government. The UNDP Resident Representative will act as the principal channel for communicating with the Government, where relevant, regarding the activities under this Agreement unless otherwise agreed with the Parties and the Government.

**4.7** The UNDP Resident Representative will facilitate access to information, advisory services, and technical and professional support available to UNDP and will assist the IP to access the advisory services of other United Nations organizations whenever necessary.

**4.8** The Parties shall cooperate in any public relations or publicity exercises when the UNDP Resident Representative considers these to be appropriate or useful.

**4.9** **Warranties:** The IP represents and warrants that:

4.9.1 It has the full authority and power to enter into this Agreement and to perform its obligations under this Agreement, and this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms.

4.9.2 All of the information it has previously provided to UNDP, or that it provides to UNDP during the term of this Agreement, concerning the IP and the Outputs and Activities is true, correct, accurate and not misleading.

4.9.3 It is financially solvent and is able to achieve the Outputs and Activities in accordance with the terms and conditions of this Agreement.

4.9.4 It has and will maintain throughout the term of this Agreement all rights, licenses, authority and resources necessary, as applicable, to perform its obligations under this Agreement.

4.9.5 It has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award thereof to any representative, official, employee, or other agent of UNDP.

4.9.6 Neither it, its parent entities (if any), nor any of the IP’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

4.9.7 Neither it, its parent entities (if any), nor any of the IP’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

**Additional Undertakings:**

**4.10** The IP shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under this Agreement.

**4.11** The IP acknowledges and agrees that the provisions of Article 4.10 above constitute an essential term of this Agreement and that breach of any such representation, warranty, covenant or undertaking shall entitle UNDP to suspend and/or terminate this Agreement immediately upon notice to the IP, without any liability for termination charges or any other liability of any kind.

**5. IP PERSONNEL REQUIREMENTS**

**5.1** To the extent that the achievement of the Outputs and Activities involves the provision of services by the IP’s officials, employees, agents, servants, subcontractors and other representatives, the following provisions shall apply:

5.1.1 The IP is responsible for its personnel, officers, and agents and shall assume all risks and liabilities relating to the IP Personnel and the IP’s property. The terms of any agreements with IP Personnel shall be subject to and shall be construed in a manner that is fully in accordance with the terms and conditions of this Agreement.

5.1.2 The IP is responsible for the professional and technical competence of the personnel it assigns to perform work under this Agreement and will select reliable and competent individuals who will be able to perform the work to achieve the Objectives effectively. The IP shall ensure that the IP Personnel respects the local laws and customs and conforms to a high standard of moral and ethical conduct when they perform work under this Agreement.

5.1.3 The IP shall ensure that decisions on employment related to the Project or the Portfolio shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender identity, sexual orientation, disability or other similar factors. The IP shall ensure that all IP Personnel are free from any conflicts of interest relative to the Project or the Portfolio.

5.1.4 The IP will comply with all international standards and national labour laws, rules and regulations relating to the employment of national and international personnel in connection with the Outputs and Activities, including laws, rules and regulations associated with the payment of the employer’s portions of income tax, insurance, social security, health insurance, worker’s compensation, retirement funds, severance or other similar payments applicable to it. Without limiting the provisions of this Article 5, the IP will be fully responsible and liable for, and UNDP will not be liable for, all payments due to its personnel and subcontractors for their services in relation to the performance of this Agreement. Moreover, such personnel and subcontractors shall be responsible for their own private legal obligations.

**6. OBLIGATIONS OF IP PERSONNEL**

**6.1** The IP undertakes to be bound by the terms and obligations specified below and shall accordingly ensure that the IP Personnel comply with these obligations:

6.1.1 The IP Personnel shall be under the direct charge of the IP, which functions under the general guidance of UNDP and the Government.

6.1.2 The IP Personnel shall not seek nor accept instructions regarding the activities under this Agreement from any governmentor other authority external to UNDP.

6.1.3 The IP Personnel shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity incompatible with the aims and objectives of the mandate or status of the United Nations or those of UNDP.

**7. ASSIGNMENT**

 The IP shall not assign, transfer, pledge, or make other dispositions of this Agreement or any part thereof, or any of the IP’s rights, claims or obligations under this Agreement, except with the prior written consent of UNDP.

**8. SUBCONTRACTING**

8.1 From time to time, the IP may use Subcontractors, provided that the IP:

(a) assesses the capacity of each Subcontractor to carry out Outputs and Activities that are being assigned to it and selects each Subcontractor based on the positive results of such an assessment in a transparent and documented manner;

(b) obtains prior written approval of UNDP for each selected Subcontractor;

(c) enters into an agreement with each approved Subcontractor subject to and conforming with the provisions of this Agreement; and

(d) maintains and complies with a system to monitor the performance of each Subcontractor, and ensures regular reporting from them in accordance with this Agreement.

8.2 The IP acknowledges and agrees that UNDP’s approval and clearance, pursuant to Article 8.1(b), does not relieve the IP of its obligations and liabilities under this Agreement. The IP is responsible for the acts and omissions of Subcontractors in relation to the Project or the Portfolio as if they were the acts and omissions of the IP.

**9. PROPERTY; EQUIPMENT AND PROCUREMENT**

**9.1** UNDP shall contribute to the Project or the Portfolio the resources indicated on the resource table of the Project/Portfolio Document.

**9.2** Equipment furnished or financed by UNDP shall remain the property of UNDP and shall be returned to UNDP upon completion of the Project or Portfolio or termination of this Agreement, unless otherwise agreed between the Parties, and (except in cases where the Project/Portfolio is regional or global) in consultation with the Government. During the Project or the Portfolio implementation and prior to such return, the IP shall be responsible for the proper custody, maintenance, and care of all Equipment.

**9.3** The IP shall, for the protection of such Equipment during the implementation of the Project or the Portfolio, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Budget.

**9.4** The IP will place on the supplies, Equipment it furnishes or finances such markings as will be necessary to identify them as being provided by UNDP.

**9.5** Ownership of patent rights, copyrights, and other similar rights to any discoveries, inventions or works resulting from implementation of Outputs and Activities under this Agreement shall vest in the UNDP, in accordance with the requirements of the agreement between the UNDP and the Government.

**9.6** In cases of damage, theft or other losses of Equipment made available by UNDP to the IP or financed by UNDP, the IP shall provide UNDP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the Equipment.

**9.7** In its procedures for procurement of goods, services or other requirements with funds made available by UNDP as provided for in the Budget, the IP shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, fairness, integrity and transparency, best value for money and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UNDP.

**9.8** Without prejudice to UNDP’s privileges and immunities, UNDP shall assist the IP in clearing all Equipment and supplies through customs at places of entry into the Country.

**9.9** The IP shall maintain complete and accurate records of Equipment purchased with UNDP funds and shall take periodic physical inventories. The IP shall provide UNDP annually with the inventory of such Equipment, property and non-expendable materials and supplies at such time and in such form as UNDP may request.

**10. FINANCIAL AND OPERATIONAL ARRANGEMENTS**

**10.1** In accordance with the Budget, UNDP has allocated and will make available to the IP, in the bank account indicated in Block 7 of the Face Sheet, funds not to exceed the Budget. The first instalment in the amount set forth in the Budget and any subsequent advances or disbursements shall be made quarterly, upon satisfactory submission and acceptance by UNDP of the FACE Form and other agreed-upon documentation referenced in Article 13 (*Reporting Requirements*) below. Before approving the advances or disbursements of funds, UNDP shall ensure that cash transfers requested by the IP are in accordance with the Work Plan(s).

**10.2** The IP agrees to utilise the funds and any supplies and Equipment provided by UNDP in strict accordance with this Agreement. The IP shall be authorized to make variations not exceeding twenty percent (20%) on any one-line item of the Budget that may be necessary for the proper and successful implementation of the Project or the Work Plan(s) of the Portfolio (as applicable), provided that the total Budget allocated by UNDP is not exceeded. The IP shall notify UNDP about any expected variations on the occasion of the quarterly consultations set forth in Article 4.2 (General Responsibilities) above. Any variations exceeding twenty percent (20%) on any line item shall be subject to prior approval by UNDP.

**10.3** Unless otherwise agreed in writing by UNDP, the IP shall return all unused supplies made available by UNDP within one (1) month of the termination of this Agreement or the completion of the Project or the Portfolio or an earlier period as requested by UNDP.

**10.4** UNDP shall not be liable for the payment of any expenses, fees, tolls or any other financial cost that is not in accordance with this Agreement unless UNDP has explicitly agreed in writing to do so prior to the Expenditure by the IP.

**11. REFUND**

**11.1** The IP shall disburse the funds made available to it by UNDP and incur Expenditures in connection with the Outputs and Activities in accordance with the terms and conditions set forth in this Agreement and the Work Plan(s). In the event that the IP disburses the funds or incurs Expenditures in violation of this Agreement and/or the Work Plan(s), notwithstanding the availability or exercise of any other remedies under this Agreement, the IP shall refund the amounts to UNDP not later than thirty (30) days after the IP receives a written request for such refund from UNDP. Failing that, UNDP may set off the amount of the requested refund against any payments due to the IP under this Agreement or otherwise.

**11.2** Unless otherwise agreed in writing by UNDP, the IP shall return all unspent funds and Income to UNDP within one (1) month of completion of the activities or termination of this Agreement, whichever is earlier.

**12. MAINTENANCE OF RECORDS**

**12.1** The IP shall keep accurate and up-to-date records and documents in respect of all transactions incurred with the funds made available by UNDP. The IP shall maintain proper supporting documentation for each disbursement, including original invoices, bills, and receipts pertinent to each transaction.

**12.2** The IP shall keep accurate and up-to-date records and documents of any income generated with the funds made available by UNDP and shall promptly disclose them to UNDP. The Income shall be reflected in a revised Work Plan and the Budget and recorded as accrued Income to UNDP.

**12.3** The IP shall maintain all records relevant to the entire duration of the Project or the Portfolio for a period of at least seven (7) years following completion of the Project or the Portfolio or termination of this Agreement.

**13. REPORTING REQUIREMENTS**

**13.1** The IP shall provide UNDP and (except in cases where the Project/Portfolio is global or regional) the Government with periodic reports on the progress of the activities, achievements and results of the Project or the Portfolio, as agreed between the Parties. As a minimum, the IP shall submit an annual progress report.

**13.2** The IP shall provide UNDP quarterly financial reports using UNDP’s standard FACE Form as follows:

13.2.1 The IP shall submit the completed FACE Form, including an [Itemized Cost Estimate](https://intranet.undp.org/unit/ofrm/hact/_layouts/15/WopiFrame.aspx?sourcedoc=/unit/ofrm/hact/UNDP%20HACT%20Itemized%20Cost%20Estimate%20ICE/UNDP%20Itemized%20Cost%20Estimate%20%28ICE%29%20Template.xlsx&action=default) showing the detailed activity budget and actual Expenditures, to the UNDP Resident Representative no later than fifteen (15) days after the end of each quarter, in the working language set forth in Block 6 of the Face Sheet. The FACE Forms submitted by the IP shall be approved by the designated authorized IP official indicated in Block 10 of the Face Sheet.

13.2.2 In preparing the financial report, the IP shall include the Expenditures incurred during the reporting period. Unliquidated obligations or commitments shall not be reported as Expenditures, but the IP shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments for budgetary purposes.

13.2.3 Any refund received by the IP from a supplier must be reflected in the financial report as a reduction of disbursements on the component to which it relates.

**13.3** Within two (2) months after the completion of the Project or the Portfolio or the termination of this Agreement, the IP shall submit a final report on the Outputs and Activities and include a final financial report on the use of UNDP funds, as well as an inventory of supplies and Equipment.

**13.4** UNDP shall have the right, in accordance with its Financial Regulations and Rules, to perform spot checks of Project/Portfolio-related books and records to assess the utilisation of funds provided by UNDP and the completeness and accuracy of financial reports submitted by the IP. The spot checks will be reflected in the assurance plan prepared by UNDP in consultation with the IP and will be performed by UNDP or by persons designated by UNDP. The cost of the spot check shall be charged to the Project or the Portfolio.

**14. AUDIT AND INVESTIGATIONS**

* 1. UNDP may require the IP to submit to the UNDP Resident Representative in the Country audited annual financial statements of the IP and any management letters issued by the auditors. The audit shall be carried out by the auditors of the IP or by a qualified audit firm engaged by the IP.
	2. Notwithstanding the above, UNDP shall have the right, in accordance with its Financial Regulations and Rules, to perform an annual audit or “once in the lifetime” of the Project or the Portfolio audit or review of the Project/Portfolio-related books and records, and to that effect, UNDP shall have full access to the books and records of the IP. Such audit will be reflected in the annual audit plan prepared by UNDP in consultation with the IP, and the cost of such audit and review shall be charged to the Project or the Portfolio. The audit will be performed by auditors selected by UNDP and will be performed subject to such standards, scope and frequency as decided by UNDP. The scope of the audit will include the financial transactions and internal controls related to the activities implemented by the IP.
	3. Each invoice paid by funds provided by UNDP shall be subject to audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of this Agreement and for a period of three (3) years following the expiration or prior termination of this Agreement.
	4. The IP acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of this Agreement, the obligations performed under this Agreement, and the operations of the IP generally. The right of UNDP to conduct an investigation and the IP’s responsibility to comply with such an investigation shall not lapse upon expiration or prior termination of this Agreement.
	5. The IP shall provide its full and timely cooperation with any such inspections, audits or investigations. Such cooperation shall include, but shall not be limited to, the IP’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant UNDP access to the IP’s premises at reasonable times, and on reasonable conditions in connection with such access to the IP’s personnel and relevant documentation. The IP shall require any IP Personnel and its agents (including, but not limited to, the IP’s attorneys, accountants or other advisers) to reasonably cooperate with any inspections, audits or investigations carried out by UNDP hereunder.
	6. UNDP shall be entitled to a refund from the IP for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement. The IP also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funds for the Project or the Portfolio, shall have direct recourse to the IP for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Agreement and/or the Work Plan(s).

**15. INDEMNITY**

**15.1** The IP shall indemnify, defend, hold and save harmless UNDP and its officials, agents and persons performing services for UNDP from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP.

**15.2** In addition to the indemnification obligations set forth in this Article 15, the IP shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 15, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

**15.3** UNDP shall advise the IP about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The IP shall have sole control of the defence of any such suit, proceeding, claim or demand and all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

**16. SUSPENSION AND TERMINATION**

**16.1** The Parties hereto recognize that the successful completion and accomplishment of the purposes of the Project or the Portfolio are of paramount importance, and that UNDP may find it necessary to suspend or terminate the Project or the Portfolio or the IP’s management of the Project or the Portfolio, should circumstances arise that jeopardise successful completion or the accomplishment of the purposes of the Project or the Portfolio. The provisions of this Article 16 shall apply to any such situation.

**16.2** UNDP shall consult with the IP if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful completion of the Project or the Portfolio or the accomplishment of its purposes. The IP shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the IP, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project or the Portfolio on the beneficiaries of the Project or the Portfolio.

**16.3** UNDP may, at any time after the occurrence of the circumstances in question, suspend the IP’s management of the Project or the Work Plan(s) of the Portfolio (as applicable) under this Agreement by written notice to the IP without prejudice to the initiation or continuation of any of the measures envisaged in Article 16.2 above. Notwithstanding Article 10.1 (*Financial and Operational Arrangements*), during the period of suspension, no Expenditures may be incurred unless approved in advance by UNDP. UNDP may indicate to the IP the conditions under which it is prepared to authorize the IP’s management of the Project or the Work Plan(s) of the Portfolio to resume.

**16.4** If the cause of suspension is not rectified or eliminated within fourteen (14) days after UNDP has given notice of suspension to the IP, UNDP may, by written notice at any time thereafter during the continuation of such cause, terminate this Agreement. The effective date of termination under the provisions of this Article 16.4 shall be specified by written notice from UNDP.

**16.5** Notwithstanding the foregoing, UNDP may terminate this Agreement without the need to provide cause at any time upon sixty (60) days advance written notice to the IP.

**16.6** The IP may terminate this Agreement in cases where a condition has arisen that impedes the IP from successfully fulfilling its responsibilities under this Agreement by providing UNDP with written notice of its intention to terminate the present Agreement at least thirty (30) days prior to the effective date of termination if the Project or the Portfolio has a duration of six (6) months or less, and at least sixty (60) days prior to the effective date of termination if the Project or the Portfolio has a duration longer than six (6) months.

**16.7** With respect to 14.6, the IP may give notice to terminate this Agreement only after consultations have been held between the IP and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

**16.8** Upon receipt of a notice of termination by either Party under this Article 16, the Parties shall take immediate steps to terminate activities under this Agreement in a prompt and orderly manner, so as to minimise losses and further Expenditures. The IP shall undertake no forward commitments and shall return to UNDP, within one (1) month, all unspent funds, supplies and other property provided by UNDP unless UNDP has agreed otherwise in writing.

**16.9** In the event of termination by either Party under this Article 16, UNDP shall reimburse the IP only for Expenditures incurred by the IP prior to receipt of the notice of termination. Reimbursements to the IP under this provision, when added to amounts previously remitted to it by UNDP in respect of the Project or the Portfolio, shall not exceed the Budget.

**16.10** In the event of transfer of the responsibilities of the IP for the management of a Project or the Work Plan(s) of the Portfolio to another institution, the IP shall cooperate with UNDP and the other institution in the orderly transfer of such responsibilities.

**17. FORCE MAJEURE**

**17.1** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure,* the affected Party shall give notice and full particulars in writing to the other Party of such occurrence if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations or meet its responsibilities under this Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of this Agreement by UNDP, in accordance with Article 16.3 (*Suspension and Termination*) above, or termination of this Agreement by either Party giving to the other at least seven (7) days written notice of such termination.

**17.2** In the event that the present Agreement is terminated owing to causes constituting *force majeure*, the provisions of Articles 16.8 and 16.9 (*Suspension and Termination*) above shall apply.

**17.3** *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), act of government, invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, including, among others, pandemics or epidemics affecting any of the Parties’ ability to perform hereunder, provided that such acts arise from causes beyond the control and without the fault or negligence of the affected Party. The IP acknowledges and agrees that, concerning any obligations under this Agreement that the IP must fulfil in areas in which UNDP is engaged, preparing for engagement, or disengaging from any peacekeeping, humanitarian, or similar operations, any delays or failure to fulfil such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute a *force majeure* event under this Agreement.

**18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

**18.1** Information and data, excluding UNDP Personal Data (as defined in Article 19.1, below), that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of this Agreement, and that has been designated as confidential at the time of exchange or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, as well as information that the Recipient knows or should have reasonably known from its inherent nature, quality or characteristics that is proprietary or confidential (“Information”), shall be held in confidence by the Recipient and shall be handled as follows:

**18.2** The Recipient shall:

(a) 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

(b) use the Discloser’s Information solely for the purpose for which it was disclosed.

**18.3** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with this Agreement and this Article 18, the Recipient may disclose Information to:

18.3.1 Any other party with the Discloser’s prior written consent.

18.3.2 The Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under this 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 this Agreement. For the purposes of this Article 18.3.2, a controlled legal entity means:

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

(b) a legal entity over which the Party exercises effective managerial control; and

18.3.3 For UNDP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**18.4** UNDP may determine that any Information provided by UNDP to the IP forms part of the property and archives of UNDP within the meaning of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946) (the “General Convention”), and Article II of the General Convention is applicable to all such Information.

**18.5** The IP 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 IP will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**18.6** UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder, or pursuant to UNDP’s regulations, rules, policies and procedures.

**18.7** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient 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 Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**18.8** These obligations and restrictions of confidentiality shall be effective during the term of this Agreement, including any extension thereof, and shall remain effective following termination or expiration of this Agreement.

**19. PERSONAL DATA**

**19.1** For purposes of this Agreement:

(a) “Personal Data” shall mean any information relating to an identified or identifiable individual; and

(b) “UNDP Personal Data” shall mean Personal Data obtained by the IP from UNDP or generated by the IP for UNDP in connection with, or related to, the performance of this Agreement.

**19.2** With respect to Personal Data that it obtains from the IP in connection with this Agreement, UNDP shall:

(a) apply its own legal framework, including the UNDP Personal Data Protection and Privacy Policy and the UN Personal Data Protection Principles;

(b) use the same care and discretion to avoid disclosure, publication or dissemination of the Personal Data as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and

(c) use the Personal Data solely for the purpose for which it was disclosed.

**19.3** Unless otherwise provided for in this Agreement, with respect to UNDP Personal Data, the IP shall, at a minimum:

(a) comply with all laws applicable to the IP;

(b) apply the UNDP Personal Data Protection and Privacy Policy and the UN Personal Data Protection Principles;

(c) use the same care and discretion to avoid disclosure, publication or dissemination of the UNDP Personal Data as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and

(d) use the UNDP Personal Data solely for the purpose for which it was disclosed.

**19.4** Without prejudice to the generality of Article 19.3 above, and unless otherwise more specifically provided in this Agreement, the IP shall, at a minimum:

19.4.1 process UNDP Personal Data solely and exclusively in accordance with the requirements of this Agreement, and shall not use UNDP Personal Data for the IP’s research, marketing, sales, promotional, or any other purposes;

19.4.2 implement appropriate technical and organizational measures, including appropriate access-control measures, with respect to UNDP Personal Data;

19.4.3 implement appropriate data security measures to preserve the integrity of UNDP Personal Data and prevent any corruption, tampering, loss, damage, unauthorized access and improper disclosure of UNDP Personal Data;

19.4.4 may disclose UNDP Personal Data only to those of its officials and employees who have a need to know such UNDP Personal Data for purposes of performing obligations under this Agreement;

19.4.5 process UNDP Personal Data in a manner that is legitimate, transparent, adequate, accurate, relevant and limited to what is necessary for the performance of this Agreement, and ensure that UNDP Personal Data is kept for no longer than is necessary to perform services under this Agreement;

19.4.6 as and when requested by UNDP, provide access to, correct, delete, refrain from, or restrict processing of UNDP Personal Data;

19.4.7 upon becoming aware of any data or security breach (including any accidental or unauthorized destruction, loss, alteration, disclosure, access, or unplanned loss of availability) that affects, or may affect, UNDP Personal Data:

(a) immediately notify UNDP in writing;

(b) take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNDP; and

(c) inform and update on a regular basis UNDP of any measures taken by the IP to address such data or security breach;

19.4.8 promptly notify UNDP if it believes the performance of the obligations under this Agreement or compliance with any UNDP instruction breaches, or might reasonably be considered to breach, any applicable data protection laws or the UNDP Personal Data Protection and Privacy Policy;

 19.4.9 if it receives any complaint, request (including a data subject access request), notice, or communication which relates directly or indirectly to UNDP Personal Data:

(a) immediately notify UNDP;

(b) consult with and follow the instructions of UNDP with respect to handling any such complaint, request, notice or communication; and

(c) provide full cooperation and assistance to UNDP if UNDP elects to respond to such complaint, request, notice, or communication;

19.4.10 return, delete or destroy UNDP Personal Data if so instructed by UNDP in writing, and provide evidence of such action to UNDP upon written request;

19.4.11 destroy any and all UNDP Personal Data 10 years after the date on which this Agreement expires or terminates, unless otherwise instructed by UNDP in writing.

**19.5** Except as provided for in Article 19.4 above, the IP shall not otherwise transfer, disclose, publish or disseminate UNDP Personal Data without UNDP’s prior written consent.

**19.6** The provisions of this Article 19 shall survive any termination or expiration of this Agreement.

**20. SETTLEMENT OF DISPUTES**

**20.1** Any dispute, controversy, or claim between the Parties arising out of this Agreement, or out of the breach, termination or invalidity thereof (“Dispute”) shall be finally settled in the manner set out in this Article 20, which shall be binding on the Parties and shall be the exclusive mode of settlement of the Dispute in accordance with Article VIII, Section 29, of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946).

**Option 1: If the IP is an NGO/CSO, use this Option 1 and delete Option 2 below:**

**20.2 Amicable Settlement:**

20.2.1 The Parties shall use their best efforts to amicably settle any Dispute. For that purpose, the Party asserting a claim shall provide the other Party with a detailed description of the Dispute, specifying the relief or remedy sought, and a copy of this Agreement and all relevant supporting documentation (“Notice of Dispute”).

20.2.2 Neither Party may refer the Dispute to arbitration, pursuant to Article 20.3 below, prior to pursuing amicable settlement efforts and prior to the expiry of sixty (60) days from the date of the Notice of Dispute. However, the foregoing shall not preclude a Party to this Agreement from referring a Dispute to arbitration if such Party seeks interim measures of protection under the Arbitration Rules of the United Nations Commission on International Trade Law (“UNCITRAL Arbitration Rules”).

**20.3** **Arbitration:**

20.3.1 Either Party may refer a Dispute that has not been resolved amicably, pursuant to Article 20.2 above, to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, subject to the provisions of this Article 20.3.

20.3.2 The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties agree that the periods for the intervention of the appointing authority stipulated in Article 8, paragraph 1, and Article 9, paragraphs 2 and 3 of the UNCITRAL Arbitration Rules shall be sixty (60) days.

20.3.3 Any agreement between the Parties or decision by the arbitral tribunal as to the place of arbitration or the venue of the proceedings shall mean only the physical location where the arbitral tribunal shall hold in-person meetings, including for its deliberations or hearings, pursuant to Article 18, paragraph 2, of the UNCITRAL Arbitration Rules. Such agreement or decision as to the place of arbitration shall not amount to the determination of a legal seat, shall not entail any submission to any country’s law and jurisdiction in connection with the arbitral proceedings and any resulting award(s), and shall not be construed as a waiver, express or implied, of the privileges and immunities of the United Nations, including UNDP.

20.3.4 In interpreting the rights and obligations of the Parties under this Agreement, the arbitral tribunal shall first apply the terms of this Agreement and then apply generally recognized principles of international law. Procedural matters shall be governed by the provisions of this Article 20 and the UNCITRAL Arbitration Rules. Where necessary, the Arbitral Tribunal may seek additional guidance from the generally accepted principles of procedure applied by international tribunals.

20.3.5 The arbitral tribunal may exercise the powers envisaged in Article 27, paragraph 3, of the UNCITRAL Arbitration Rules in respect of documents, exhibits or other evidence that (a) the Parties agree are to be produced, or (b) which the arbitral tribunal, in view of the statements of claim and defence and the evidentiary record, considers relevant to the Dispute and material to its outcome. When apportioning costs pursuant to Article 42, paragraph 1, of the UNCITRAL Arbitration Rules, the arbitral tribunal shall take into account the reasonableness of document production requests.

20.3.6 In accordance with the UNCITRAL Arbitration Rules, 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 this Agreement, order the termination of this Agreement, or order that any other protective measures be taken with respect to the goods, services, or any other property, whether tangible or intangible or of any confidential information provided under this Agreement, as appropriate.

20.3.7 Unless otherwise expressly provided in this Agreement, the arbitral tribunal shall have no authority to award: (1) punitive damages or damages for indirect or consequential losses; (2) interest other than simple interest and only at the Federal Reserve Bank of New York’s Secured Overnight Financing Rate prevailing at the time of the award.

20.3.8 The arbitral tribunal shall have no authority to award any pre-award interest.

**Option 2: If the IP is an IGO, use this Option 2 and delete Option 1 above:**

**20.2** Any dispute between the UNDP and the IP arising out of or relating to this Agreement shall be settled amicably by the Parties.

**21. PRIVILEGES AND IMMUNITIES**

**21.1** Nothing in or relating to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

**22. TAX EXEMPTIONS**

**22.1** 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, the IP shall immediately consult with UNDP to determine a mutually acceptable solution.

**22.2** Accordingly, the IP authorizes UNDP to deduct from the IP’s invoice any amount representing such taxes, duties or charges, unless the IP has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically provided written authorization to the IP to pay such taxes, duties or charges under protest. In that event, the IP shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**23. MODIFICATIONS; NOTICES**

**23.1** No modification or change in this Agreement shall be valid and enforceable against UNDP unless executed in writing and signed by duly authorized representatives of the Parties. Without prejudice to the foregoing:

(a) any changes to the IP’s bank account specified in the Face Sheet shall require a formal amendment to this Agreement in accordance with this Article 23.1; and

(b) any changes by the relevant Party to the person listed in the Face Sheet of this Agreement for the delivery of notices, requests or consents may be made unilaterally by notice to the other Party and shall not require a formal amendment to this Agreement.

**23.2** If this Agreement is extended for additional periods, the terms and conditions applicable to any such extended term of this Agreement shall be the same terms and conditions as set forth in this Agreement, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 23.1 above.

**23.3** Any notice, request or consent required or permitted to be given or made pursuant to this Agreement will be in writing and addressed to the persons listed in the Face Sheet of this Agreement for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail), or when confirmation of receipt is sent from the addressee’s email address (if delivered by confirmed email transmission).

**23.4** Any notice, document or receipt issued in connection with this Agreement must be consistent with the terms and conditions of this Agreement. In case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Agreement will prevail.

**23.5** All documents that comprise this Agreement, and all documents, notices and receipts issued or provided pursuant to or in connection with this Agreement, will be deemed to include and will be interpreted and applied consistently with the provisions of Article 21 (*Privileges and Immunities*) above.

**24. CONFLICTS OF INTEREST; ANTI-CORRUPTION**

24.1 The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the IP shall maintain standards of conduct that govern the performance of the IP Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

24.2 The IP and persons affiliated with it, including the IP Personnel, shall not engage in the following practices:

24.2.1 participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNDP, in which the person, members of the person’s immediate family or their business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;

24.2.2 participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;

24.2.3 offering, giving, soliciting or receiving gratuities, favours, gifts or anything else of value to influence the action of any person involved in a procurement process or contract execution;

24.2.4 misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;

24.2.5 engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the IP, designed to establish bid prices at artificial, non-competitive levels; or

24.2.6 participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

24.3 If the IP has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 24 undertaken by anyone affiliated with the IP, the IP shall immediately disclose the existence of such practices to UNDP.

**25. ESSENTIAL TERMS**

 The IP acknowledges and agrees that each of the provisions in Articles 4 (*General Responsibilities*) and 24 (*Conflicts of Interest; Anti-Corruption*) above constitutes an essential term of this Agreement and that any breach of any of these provisions shall entitle UNDP to suspend/terminate this Agreement or any other contract with UNDP immediately upon notice to the IP, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**26. ENTIRE AGREEMENT**

 This Agreement and any annexes and attachments hereto constitute the entire agreement between the Parties and set out all the conditions, understandings, and agreements between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. There are no conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

**27. SURVIVAL**

 The provisions of Article 4 (*General Responsibilities*), Article 6 (*Obligations of IP Personnel*), Article 9 (*Property; Equipment and Procurement*), Article 10 (*Financial and Operational Arrangements*), Article 12 (*Maintenance of Records*), Article 13 (*Reporting Requirements*), Article 14 (*Audit and Investigations*), Article 15 (*Indemnity*), Article 18 (*Confidentiality*), Article 19 (*Personal Data*), Article 20 (*Settlement of Disputes*) and Article21 (*Privileges and Immunities*) shall survive and remain in full force and effect regardless of the expiry of the Project or the Portfolio term or the termination of this Agreement.

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**[APPENDIX 1**

**UNDP SPECIAL CONDITIONS]**

**Re: Project****/Portfolio Cooperation Agreement No. [*Insert Agreement Number*]**

**The following Sections of the PCA’s Standard Terms and Conditions are hereby modified as follows[[3]](#footnote-4):**

1. **Section [number]** **([Title of the Section])** is **replaced** in its entirety with the following:

“ ”

1. **New Sections [number]** and **[number]** are **added** as follows:

“ ”

\*\*\* End of Special Conditions \*\*\*

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**ANNEX A**

**PROJECT/PORTFOLIO DOCUMENT**

****

**ANNEX B**

**SPECIMEN SIGNATURE FORM**

Partner Name:

UNDP Project/Portfolio ID:

UNDP Project/Portfolio Name:

If the PCA relates to a Portfolio, Work Plan number:

UNDP Office:

Authorized Partner Signatory:

 Name

 Designation

 Contact Details (Address, email and phone)

Alternate Authorized Signature

 Name

 Designation

 Contact Details (Address, email and phone)

The form needs to be approved by the UNDP Head of Office or their designate.

****

**[ANNEX C**

**On-Granting Provisions Applicable to the Implementing Partner][[4]](#footnote-5)**

1. To be attached where there are donor-specific changes or additions to the terms of this Agreement. Delete if not applicable and renumber the remaining subparagraphs in the list. [↑](#footnote-ref-2)
2. Annex C is required when the Implementing Partner is acting as a grant-making institution. Delete if not applicable. [↑](#footnote-ref-3)
3. The below are two formulations; the actual text to be used will depend on the changes to be made to the PCA, i.e., if you are changing an existing clause use the formulation in paragraph 1, and if you are adding clauses, use formulation in paragraph 2. [↑](#footnote-ref-4)
4. Annex C is required when the Implementing Partner is serving as a grant-making institution. Delete if not applicable. [↑](#footnote-ref-5)