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**INSTRUCTIONS FOR RESPONSIBLE PARTY AGREEMENT BETWEEN**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**AND A CIVIL SOCIETY ORGANIZATION**

These instruction pages, as well as all footnotes and any other instructions in this template, are for the Business Unit’s guidance and should be deleted before the draft Agreement is sent to the Partner for review and signature.

**How to use this template agreement:**

1. This template agreement can be used when UNDP selects a civil society organization (“CSO”) as a responsible party to carry out substantive development activities under a Project or the relevant Work Plan(s) of a Portfolio in the following two circumstances:
   1. where UNDP is the Implementing Partner (DIM) of the Project/Portfolio; or
   2. where UNDP’s Country Office supports the Implementing Partner of a Project or a Work Plan(s) of a Portfolio (as applicable) to deliver the relevant activities.
2. The term “CSO” denotes not-for-profit entities such as non-governmental organizations, community-based organizations, indigenous people’s organizations, state-owned enterprises, not-for-profit, academic institutions (except public entities which UNDP may engage through a Letter of Agreement), and foundations. The term “Partner” is used in this Agreement to refer to the CSO.
3. When a CSO is engaged by UNDP to provide professional services or to deliver goods, the engagement is of a commercial nature, and a different template must be used to formalise it. All questions and requests for commercial templates should be addressed to the Procurement Office, Bureau of Management Services.
4. Pursuant to Financial Rule 117.03, UNDP must apply the policies and procedures governing the use of resources under Chapter F of its Financial Regulations and Rules when it directly implements the Project or the Work Plan(s) of a Portfolio.
5. Please complete the Face Sheet with the correct information.
6. Please review the footnotes as they contain drafting guidelines and delete them prior to sharing the draft Agreement with the Partner.
7. Please attach the Project/Portfolio Document as Annex A to this Agreement.
8. 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”) that incorporate donor-specific changes or additions are not considered to be a deviation from this template and do not need to be reviewed or cleared by the Bureau for Management Services, Office of Legal Services (“BMS/OLS”).
9. 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.
10. Please have two originals of the final Agreement signed by each Party. After signature, UNDP keeps one original and provides the Partner with the other original.

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# RESPONSIBLE PARTY AGREEMENT

# BETWEEN

# THE UNITED NATIONS DEVELOPMENT PROGRAMME

# AND [INSERT NAME OF THE PARTNER]

# [Reference No. *insert reference number, if any; if none, delete bracketed text*]

|  |  |
| --- | --- |
| 1. **Host Country**:   **Type of Project or Portfolio:** [ ] country [ ] regional [ ] global | |
| 1. **Country where activities will be carried Out**: | |
| 1. **Name of Partner**: incorporated under the laws of with address at (the “Partner”) | |
| 1. **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): | |
| 1. **Implementation Period**: From to | |
| 1. **Name of the Implementing Partner:** | |
| 1. **Budget:** Up to the amount of USD ( United States Dollars) | |
| 1. **Information for 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:  Any changes to the above account require a formal amendment to this Agreement as per Article 27.1 of the Standard Terms and Conditions. | |
| 1. **Notices to Partner**:   Name:  Address:  Tel:  Fax:  Email: | 1. **Notices to UNDP**:   Name:  Address:  Tel:  Fax:  Email: |
| 1. **Authorized official of the Partner to approve all Funding Authorization and certificate of expenditure (FACE) forms submitted by the Partner** (e.g., Chief Financial Officer or Head of Accounts or equivalent who has the appropriate authority in accordance with the Partner’s governance structure):   Name:  Title: | |

1. The following documents constitute the entire agreement (the “Agreement”) between the Parties and supersede 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
5. Annex B – Description of Activities
6. Annex C – Schedule of Activities, Facilities and Payments (the “Work Plan”)
7. Annex D – Specimen Signature Form (to be completed and submitted by the Partner prior to the release of any funds by UNDP)
8. [Annex E – On-Granting Provisions Applicable to the Responsible Party][[2]](#footnote-3)

If there is any inconsistency between the 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 Partner** | | **For UNDP** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

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**STANDARD TERMS AND CONDITIONS**

**1. DEFINITIONS**

“**Activities**” shall mean the activities the Partner agrees to engage in and complete under this Agreement, as specified in Annex C (*Schedule of Activities, Facilities and Payments*).

“**Agreement**” shall have the meaning ascribed to such term in Block 1 of the Face Sheet.

“**Budget**” shall mean the budget for the Project or for the relevant Work Plan(s) of the Portfolio up to the amount set forth in Block 7 of the Face Sheet and described in detail in the Project/Portfolio Document.

“**Country**” shall mean the country named in Block 2 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 Partner under this Agreement.

“**Expenditure**” shall mean any disbursements made by the Partner and valid outstanding obligations incurred by the Partner in connection with the 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 Host Country. Where 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.

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

“**Implementing Partner**” shall mean the entity named in Block 6 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 and from items purchased with funds provided by UNDP or from revenues generated from the Activities.

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

“**Partner**” shall mean the Partner named in Block 3 of the Face Sheet.

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

“**Project**” or “**Portfolio**” shall mean the project or the portfolio specified in Block 4 of the Face Sheet, as further described in the Project/Portfolio Document.

“**Project**/**Portfolio** **Document**” shall mean the document 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**” shall mean the document attached as Annex B (*Specimen Signature Form*) to this Agreement.

“**Subcontractors**” shall mean entities to which the Partner may provide Project or Portfolio funds or third parties to which the Partner may make direct payments to carry out 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 as Annex C (*Schedule of Activities, Facilities and Payments*).

**2. OBJECTIVES OF THE AGREEMENT; GENERAL RESPONSIBILITIES OF THE PARTIES**

**2.1** The Government of the Host Country and UNDP have concluded (in the case of a country Project or Portfolio), or UNDP has established (in cases of a regional or global Project or Portfolio) the Project/Portfolio Document.

**2.2** The main objective of this Agreement is to further the goals of the Project or the Work Plan(s) of the Portfolio (as applicable) through the successful implementation of the Activities by the Partner within the time frames and pursuant to the Budget set forth in the Work Plan.

**2.3**  The Partner understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes set forth in the Project/Portfolio Document.

**2.4** The Partner 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 carry out the Activities 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 UNDP will use the results to determine how cash transfers will be made to the Partner. UNDP will discuss the results of the capacity assessment with the Partner and agree on measures to be taken to address any concerns raised. The Partner shall provide its full and timely cooperation for the completion of the capacity assessment. Such cooperation shall include the Partner’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 Partner’s and its agents, premises, at reasonable times and on reasonable conditions, for the purpose of completing the capacity assessment.

**2.5** The Partner shall commence and implement the Activities with due diligence and efficiency, pursuant to the schedule set forth in the Work Plan, and in accordance with the terms and conditions of this Agreement. The Partner shall undertake the 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 Partner shall follow UNDP’s Financial Regulations and Rules.

**2.6** The Partner 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 applicable to the Implementing Partner or any party contracted by the Implementing Partner to perform some aspect of the Project or of the Work Plan(s) of the Portfolio (as applicable). This undertaking includes the obligations set forth in the section of the Project/Portfolio Document entitled “Risk Management”, for example, the provisions regarding the application of 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.

**2.7** All deadlines and time limits contained in this Agreement shall be deemed to be of the essence in respect of the implementation of the Activities.

**2.8** Any information or data provided by the Partner to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities and reports foreseen under this Agreement, will conform to the highest professional standards.

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

**2.10** The Parties shall, on a regular basis, keep each other informed of and consult on matters pertaining to the implementation of the Activities.

**3. FINANCIAL ARRANGEMENTS**

**3.1** In accordance with the Budget, UNDP has allocated and will make available to the Partner funds not to exceed the Budget. The first cash transfer in the amount set forth in the Budget and any subsequent cash transfers shall be made quarterly upon satisfactory submission and acceptance by UNDP of the FACE Form and other agreed-upon documentation referenced in Article 11 (*Reporting Requirements*) below. Before approving the cash transfers, UNDP shall ensure that the amounts requested by the Partner are in accordance with the Work Plan.

**3.2** The maximum amount of the Budget shall not be subject to any adjustment or revision for any reason, including price or currency fluctuations or the actual costs incurred by the Partner in the implementation of the Activities.

**3.3** UNDP shall make all payments to the Partner’s bank account indicated in Block 8 of the Face Sheet.

**3.4** Payments effected by UNDP to the Partner shall not relieve the Partner of its obligations under this Agreement or be deemed as acceptance by UNDP of the Partner’s performance of the Activities.

**3.5** The Partner shall notify UNDP about any expected Budget variations. The Partner shall be authorized to make variations not exceeding twenty percent (20%) on any one Budget line item in the Work Plan, provided that the maximum amount of the Budget is not exceeded. Any variations exceeding twenty percent (20%) on any one Budget line item that may be necessary for the proper and successful implementation of the Activities under this Agreement shall be subject to prior consultations with, and prior written approval by, UNDP.

**3.6** UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Work Plan, not authorized by UNDP pursuant to Article 3.5 above, or exceeding the maximum amount of the Budget.

**4. REFUND**

**4.1** The Partner shall disburse the funds made available to it by UNDP and incur Expenditures in connection with the Activities in accordance with the terms and conditions set forth in this Agreement and the Work Plan. In the event that the Partner disburses the funds or incurs Expenditures in violation of this Agreement and/or the Work Plan, notwithstanding the availability or exercise of any other remedies under this Agreement, the Partner shall refund the amounts to UNDP not later than thirty (30) days after the Partner 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 Partner under this Agreement or otherwise.

**4.2** Unless otherwise agreed in writing by UNDP, the Partner 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.

**5. THE PARTNER PERSONNEL**

**5.1** To the extent that the achievement of the Activities involves the provision of services by the Partner’s Personnel, the following provisions shall apply.

**5.2** The Partner is responsible for its personnel, officers, and agents and shall assume all risks and liabilities relating to its personnel and property. The Partner shall ensure that all its obligations to UNDP under this Agreement extend to the Partner Personnel.

**5.3** The Partner 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 effectively perform the work to achieve the Activities. The Partner shall ensure that the Partner Personnel will respect the local laws and customs and conform to a high standard of moral and ethical conduct when they perform work under this Agreement.

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

(a) not seek nor accept instructions regarding the Project or the Portfolio (as applicable) from any government or other authority external to the Partner or UNDP, *unless* otherwise advised in writing by UNDP and to the extent that such instructions do not contradict the terms of this Agreement;

(b)refrain from any conduct that would adversely reflect on UNDP or the United Nations, and not engage in any activity that is incompatible with the aims, objectives, mandate or status of the United Nations or those of UNDP; and

(c) not use information considered confidential without the prior written authorization of UNDP, as required by Article 13 (*Confidentiality*) below.

**5.5** The Partner shall ensure that decisions on employment related to the Project or the Portfolio (as applicable) 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 Partner shall ensure that all Partner Personnel are free from any conflicts of interest in relation to the Project or the Portfolio (as applicable).

**5.6** The Partner 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 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 Partner 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. ASSIGNMENT**

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

**7. SUBCONTRACTING**

**7.1** From time to time, the Partner may use Subcontractors, provided that the Partner:

(a)assesses the capacity of each Subcontractor to carry out 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.

**7.2** The Partner acknowledges and agrees that UNDP’s approval and clearance, pursuant to Article 7.1 (b) above, does not relieve the Partner of its obligations and liabilities under this Agreement. The Partner is responsible for the acts and omissions of Subcontractors in relation to the Project or the Portfolio (as applicable) as if they were the acts and omissions of the Partner.

**7.3** Any requests from the Partner to UNDP to make direct payments to Subcontractors shall be submitted in writing, accompanied by an approved FACE Form, and the amounts requested should be in accordance with the Work Plan. UNDP reserves the right to request additional supporting documents before approving submitted requests.

**8. PROCUREMENT**

**8.1** Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the Partner in accordance with the principles of highest quality, fairness, integrity, transparency, best value for money and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed upon in writing by UNDP.

**9. EQUIPMENT**

**9.1** Any Equipment shall remain the property of UNDP.

**9.2** The Partner shall be responsible for the proper custody, maintenance, and care of the Equipment. It shall also maintain complete and accurate records of the Equipment and shall regularly verify the inventory thereof. In addition, it shall purchase and maintain appropriate insurance for the Equipment in the amounts agreed upon between the Parties and incorporated in the Budget.

**9.3** UNDP shall provide reasonable assistance to the Partner in connection with the clearance of the Equipment through customs at ports of entry into the Country.

**9.4** Without prejudice to Article 9.6 below, in the event of damage, theft, loss or other forfeiture of the Equipment, the Partner shall provide UNDP with a complete written report supported, where appropriate, by a police report and any other evidence, giving full particulars of the events leading to the loss of, or damage to the Equipment.

**9.5** The Partner shall return the Equipment to UNDP within thirty (30) days after completion of the Activities or termination of this Agreement, whichever is earlier, or when no longer needed by the Partner. When returned to UNDP, the Equipment shall be in the same condition as when furnished to the Partner, subject to normal wear and tear.

**9.6** UNDP may request compensation for the damaged, stolen, lost, or otherwise forfeited Equipment or Equipment determined by UNDP to be degraded beyond normal wear and tear. If the Partner fails to compensate UNDP within thirty (30) days of UNDP’s request, UNDP may deduct the amount thereof from any payments due to the Partner under this Agreement or otherwise.

**10. COPYRIGHTS, PATENTS, AND OTHER PROPRIETARY RIGHTS**

**10.1** Except as may be otherwise agreed by the Parties in this Agreement, UNDP shall be entitled to all intellectual property and other proprietary rights, including patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Partner has developed for UNDP under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The Partner acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**10.2** The Partner shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. Without prejudice to UNDP’s privileges and immunities, UNDP shall cooperate as appropriate and necessary.

**11. REPORTING REQUIREMENTS**

**11.1** With respect to the implementation of the Activities under this Agreement, the Partner shall provide to UNDP:

(a) quarterly reports within thirty (30) days after the end of each quarter;

(b) if the duration of this Agreement exceeds one (1) year, annual reports, due within sixty (60) days after the end of each year; and

(c) a final report within sixty (60) days after the completion of the Activities or expiration or prior termination of this Agreement.

**11.2** Each report must be written in the English language and must, *inter alia*, contain information on:

(a) the Activities under this Agreement during the reported period;

(b) corresponding indicators, baselines, sources of data, and data collection methods;

(c)any new issues, risks, challenges and opportunities that should be considered in implementing the Activities; and

(d) cumulative financial data showing satisfactory management and use of UNDP resources.

**11.3 Financial Reporting:**

**11.3.1** The Partner shall provide UNDP with quarterly financial reports using UNDP’s standard FACE Form.

**11.3.2** The Partner 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. All FACE Forms submitted by the Partner shall be approved by the designated authorized Partner official indicated in Block 11 of the Face Sheet.

**11.3.3** In preparing the completed FACE Form, the Partner shall include the Expenditures incurred during the period. Unliquidated obligations or commitments shall not be reported as Expenditures, but the Partner shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments for budgetary purposes.

**11.3.4** Unless UNDP receives and approves the financial reports, UNDP will not make additional cash transfers to the Partner.

**11.3.5** Any refund received by the Partner from a supplier shall be reflected in the FACE Form as a reduction of disbursements on the component to which it relates.

**11.4** The Partner shall provide such additional reports related to the Activities as may be reasonably required by UNDP.

**11.5** 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 Partner. The spot checks will be reflected in the assurance plan prepared by UNDP in consultation with the Partner and will be performed by UNDP or by persons designated by UNDP. The cost of any such spot check shall be charged to the Project or the Portfolio (as applicable).

**12. MAINTENANCE OF RECORDS**

**12.1** The Partner shall keep accurate and up-to-date records and documents with respect to all transactions incurred with the funds made available by UNDP to ensure that all transactions conform with the provisions of the Work Plan and the Budget. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction.

**12.2** The Partner 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 it to UNDP. The Income shall be reflected in a revised Work Plan and Budget and recorded as accrued Income to UNDP.

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

**13. CONFIDENTIALITY**

**13.1** Information and data, excluding UNDP Personal Data (as defined in Article 14.1 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:

**13.2** 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.

**13.3** 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 13, the Recipient may disclose Information to:

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

**13.3.2** The Recipient’s employees, officials, representatives and agents who have a need to know such Information for the 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 13.3.2, 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.

**13.3.3**Ffor UNDP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**13.4** UNDP may determine that any Information provided by UNDP to the Partner 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.

**13.5** The Partner 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 Partner 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.

**13.6** 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.

**13.7** 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.

**13.8** 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.

**14. PERSONAL DATA**

**14.1** For purposes of this Agreement:

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

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

**14.2** With respect to Personal Data that it obtains from the Partner 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.

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

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

(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.

**14.4** Without prejudice to the generality of Article 14.3 above, and unless otherwise more specifically provided in this Agreement, the Partner shall, at a minimum:

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

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

**14.4.3** 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;

**14.4.4** 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;

**14.4.5** 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;

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

**14.4.7** 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 Partner to address such data or security breach;

**14.4.8** 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;

**14.4.9** 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;

**14.4.10** 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;

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

**14.5** Except as provided in Article 14.4 above, the Partner shall not otherwise transfer, disclose, publish or disseminate UNDP Personal Data without UNDP’s prior written consent.

**14.6** The provisions of this Article 14 shall survive any termination or expiration of this Agreement.

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

**15.1** The Partner shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used in connection with the Activities under this Agreement.

**15.2** The Partner shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to the Partner Personnel to cover claims for personal injury or death in connection with this Agreement.

**15.3** The Partner shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the Activities, as well as the use of the Equipment owned or leased by the Partner or the Partner Personnel, or furnished or financed by UNDP pursuant to Article 9 (*Equipment*) above.

**16. INDEMNITY**

**16.1** The Partner 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.

**16.2** In addition to the indemnification obligations set forth in this Article 16, the Partner shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 16, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

**16.3** UNDP shall advise the Partner about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Partner 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 choosing.

**17. TAX EXEMPTIONS**

**17.1** 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 Partner shall immediately consult with UNDP to determine a mutually acceptable solution.

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

**18. AUDIT AND INVESTIGATIONS**

**18.1** UNDP may require the Partner to submit to the UNDP Resident Representative in the Country audited annual financial statements of the Partner and any management letters issued by the Partner’s auditors. The audit shall be carried out by the auditors of the Partner or by a qualified audit firm.

**18.2** 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’ audit of the Project or the Portfolio (as applicable) 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 Partner. Such audit will be reflected in the annual audit plan prepared by UNDP, in consultation with the Partner, and the cost of such audits and reviews shall be charged to the Project or the Portfolio (as applicable). 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.

**18.3** 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 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.

**18.4** The Partner 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 Partner generally. The right of UNDP to conduct an investigation and the Partner’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of this Agreement.

**18.5** The Partner 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 Partner’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 Partner’s premises at reasonable times and on reasonable conditions in connection with such access to the Partner’s personnel and relevant documentation. The Partner shall require its agents (including, but not limited to, the Partner’s attorneys, accountants or other advisers) to reasonably cooperate with any inspections, audits or investigations carried out by UNDP hereunder.

**18.6** UNDP shall be entitled to a refund from the Partner 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 Partner 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 (as applicable) shall have direct recourse to the Partner 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.

**19. FORCE MAJEURE**

**19.1** In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole 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 or termination of this Agreement by either Party, pursuant to Article 26 (*Suspension and Termination*) below.

**19.2** In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 26 (*Suspension and Termination*) below shall apply.

**19.3** *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 Partner acknowledges and agrees that, with respect to any obligations under this Agreement that the Partner must perform in areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform 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 *force majeure* under this Agreement.

**20. USE OF THE NAME, EMBLEM AND OFFICIAL SEAL OF UNDP**

**20.1** The Partner shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities and with the prior written consent of UNDP. Under no circumstances shall such consent be provided 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.

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

**21.**  **PARTNER REPRESENTATIONS, WARRANTIES AND COVENANTS**

**Security:**

**21.1** The responsibility for the safety and security of the Partner and the Partner Personnel and property, and of UNDP’s property in the Partner’s custody, rests with the Partner.

**21.2** The Partner shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the Country; and

(b) assume all risks and liabilities related to the Partner’s and the Partner Personnel’s security and the full implementation of the security plan.

**21.3** UNDP reserves the right to verify whether such a plan is in place and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this Agreement. Notwithstanding the foregoing, the Partner shall remain solely responsible for the security of the Partner Personnel and for UNDP’s property in its custody as set forth in Article 21.1 above.

**21.4** **Warranties:** The Partner represents and warrants that:

**21.4.1** 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.

**21.4.2** All of the information it has previously provided to UNDP, or that it provides to UNDP during the term of this Agreement, concerning the Partner and the outputs and activities of the Project or the Work Plan(s) of the Portfolio (as applicable) is true, correct, accurate and not misleading.

**21.4.3** It is financially solvent and is able to achieve the outputs and activities of the Project or the Work Plan(s) of the Portfolio (as applicable) in accordance with the terms and conditions of this Agreement.

**21.4.4** 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.

**21.4.5** 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.

**21.4.6** Neither it, its parent entities (if any), nor any of the Partner’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 33 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.

**21.4.7** Neither it, its parent entities (if any) nor any of the Partner’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.

**21.5** **Additional Undertakings:** The Partner shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under this Agreement.

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

**22.1** 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 Partner shall maintain standards of conduct that govern the performance of the Partner Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

**22.2** The Partner and persons affiliated with it, including the Partner Personnel, shall not engage in the following practices:

**22.2.1** 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;

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

**22.2.3** 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;

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

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

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

**22.3** If the Partner has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 22 undertaken by anyone affiliated with the Partner, the Partner shall immediately disclose the existence of such practices to UNDP.

**23. ESSENTIAL TERMS**

**23.1** The Partner acknowledges and agrees that each of the provisions in Articles 21.4 (*Partner Representations, Warranties and Covenants*) and 22 (*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 Partner, 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.

**24. DISPUTE SETTLEMENT**

**24.1** 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 24, 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).

* 1. **Amicable Settlement:**
     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”).
     2. Neither Party may refer the Dispute to arbitration, pursuant to Article 24.3 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”).
  2. **Arbitration:**
     1. Either Party may refer a Dispute that has not been resolved amicably pursuant to Article 24.2 above to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, subject to the provisions of this Article 24.3.
     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.
     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.
     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 24 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.
     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 (i) the Parties agree are to be produced or (ii) 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.
     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.
     7. Unless otherwise expressly provided in this Agreement, the arbitral tribunal shall have no authority to award: (a) punitive damages or damages for indirect or consequential losses; (b) 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.
     8. The arbitral tribunal shall have no authority to award any pre-award interest.

**25. PRIVILEGES AND IMMUNITIES**

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

**26. SUSPENSION AND TERMINATION**

**26.1** The Parties hereto recognize that successful implementation and completion of the Activities are of paramount importance and that UNDP may find it necessary to suspend or terminate this Agreement or to modify the Activities, should circumstances arise that jeopardise the successful completion of the Project or the Work Plan(s) of the Portfolio (as applicable). The provisions of this Article 26 shall apply to the suspension and termination of this Agreement, and the provisions in Article 27 (*Modifications; Notices*) shall apply to the modification of the Activities.

**26.2** UNDP shall consult with the Partner if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities. For its part, the Partner 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 Partner, 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 this Agreement on the beneficiaries of the Project or the Work Plan(s) of the Portfolio (as applicable).

**26.3** UNDP may, at any time after the occurrence of the circumstances in question, suspend this Agreement by written notice to the Partner without prejudice to the initiation or continuation of any of the measures envisaged in Article 26.2 above. Notwithstanding Article 26.1 above, during the period of suspension, no Expenditures may be incurred unless approved in advance by UNDP. UNDP may indicate to the Partner the conditions under which it is prepared to authorize the Activities to resume.

**26.4** If the cause of suspension is not rectified or eliminated within fourteen (14) days after UNDP has given notice of suspension to the Partner, 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 the present paragraph shall be specified by written notice from UNDP. Upon receipt of a notice of termination from UNDP under this Article 26, the Partner shall take immediate steps to terminate the Activities under this Agreement in a prompt and orderly manner, so as to minimise losses and further Expenditures. The Partner shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under Article 3 (*Financial Arrangements*) above, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 9 (*Equipment*) above.

**26.5** Following the termination, in the event UNDP decides to transfer the responsibilities of the Partner for the Activities to another entity, the Partner shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

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

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

**26.8** With respect to 26.7, the Partner may give notice to terminate the present Agreement only after consultations have been held between the Partner and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

**26.9** In the event of termination by UNDP under this Article 26, UNDP shall only reimburse the Partner for Expenditures incurred by the Partner prior to receipt of the notice of termination. Reimbursements to the Partner under this provision, when added to the amounts previously made available to the Partner by UNDP in accordance with Article 3 (*Financial Arrangements*) above, shall not exceed the maximum amount of funds referred to in Article 3.1 above.

**27. MODIFICATIONS; NOTICES**

**27.1** No modification or change in this Agreement shall be valid and enforceable against the Parties unless executed in writing and signed by both Parties. Without prejudice to the foregoing:

(a) any changes to the Partner’s bank account specified in Block 8 of the Face Sheet shall require a formal amendment to this Agreement in accordance with this Article 27.1; and

(b) any changes by the relevant Party to the person listed in Block 9 of 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.

**27.2** If this Agreement shall be extended for additional periods in accordance with the terms and conditions herein, the terms and conditions applicable to any such extended term of this Agreement shall be the same terms and conditions as set forth herein, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 27.1 above.

**27.3** 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 Blocks 9 and 10 of 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).

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

**27.5** 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 this Article 27.

**28. SURVIVAL**

**28.1** The provisions of Article 4 (*Refund*), Article 5 (*The Partner Personnel*), Article 8 (*Procurement*), Article 9 (*Equipment*), Article 10 (*Copyrights, Patents, and Other Proprietary Rights*), Article 11 (*Reporting Requirements*), Article 12 (*Maintenance of Records*), Article 13 (*Confidentiality*), Article14 (*Personal Data*), Article 16 (*Indemnity*), Article 18 (*Audit and Investigations*), Article 24 (*Dispute Settlement*), and Article 25 (*Privileges and Immunities*) shall survive and remain in full force and effect regardless of the expiry of the Project or the Portfolio (as applicable) term or the termination of this Agreement.

**29. DURATION AND EXTENSION OF THIS AGREEMENT**

**29.1** This Agreement shall expire on the Implementation Period end date indicated in Block 5 of the Face Sheet, unless earlier terminated pursuant to Article 19 (*Force Majeure*), 23 (*Essential Terms*), 26 (*Suspension and Termination*) or any other relevant provision of this Agreement.

**29.2** Should it become evident to the Partner during the implementation of the Activities that an extension beyond the Implementation Period end date set forth in Block 5 of the Face Sheet will be necessary to complete the Activities, the Partner shall, without delay, inform UNDP and give full particulars. UNDP shall take such action as, in its sole discretion, it considers appropriate or necessary under the circumstances, including granting the Partner a reasonable extension of time to perform its obligations under this Agreement.

**29.3** Failure by either Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under this Agreement.

**30. ENTIRE AGREEMENT**

**30.1** 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.

**United Nations Development Programme**

**[APPENDIX 1**

**UNDP SPECIAL CONDITIONS][[3]](#footnote-4)**

**Re: Responsible Party Agreement No. [*Insert Agreement Number*]**

The following Articles of the Responsible Party Agreement are hereby modified as follows[[4]](#footnote-5):

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

“ ”

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

“ ”

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

**United Nations Development Programme**

**ANNEX A**

**PROJECT/PORTFOLIO DOCUMENT**

**United Nations Development Programme**

**ANNEX B**

**DESCRIPTION OF ACTIVITIES**

Project/Portfolio number: Project/Portfolio title:

If the Agreement relates to a Portfolio, include the Work Plan number:

**Results to be achieved by the Partner**

|  |
| --- |
| Provide a summary of the results to be achieved by the Partner, particularly the outputs they are expected to produce. |

**Work to be performed by the Partner**

|  |
| --- |
| Explain the activities to be carried out by the Partner. |

**Description of inputs:**

|  |
| --- |
| Provide a detailed description of the inputs by activity. This may include personnel, contracts, training, equipment, miscellaneous and micro-capital grants. |

**Annexes:**

|  |
| --- |
| Attach, as appropriate, job descriptions for consultants, terms of reference for contracts, technical specifications for equipment items, training nomination forms, etc. |

## **ANNEX C**

## **SCHEDULE OF ACTIVITIES, FACILITIES AND PAYMENTS**

(WORK PLAN)

**Year: \_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **EXPECTED CP OUTPUTS** and indicators, including annual targets | **PLANNED ACTIVITIES**  *List all activities to be undertaken during the year towards stated outputs* | **Timeframe** | | | | **Planned Budget** | | **Schedule of payments by UNDP** | | | |
| Q1 | Q2 | Q3 | Q4 | Budget Description | Amount | Q1 | Q2 | Q3 | Q4 |
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**Note:**

* Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the Project or the Portfolio (as applicable), duty travel within the programme country or region and repatriation costs.
* UNDP shall be responsible for providing miscellaneous services such as secretarial assistance, postage and cable services and transportation as may be required by [*the Government ministry/institution/IGO*] in carrying out their assignment.
* Adjustments within each of the sections may be made in consultation between UNDP and [*the Government ministry/institution/IGO*]. Such adjustments may be made if they are in keeping with the provisions of the Programme Support or Project/Portfolio Document and if they are found to be in the best interest of the Project or the Portfolio (as applicable).

**United Nations Development Programme**

**ANNEX D**

**SPECIMEN SIGNATURE FORM**

Partner Name:

UNDP Project/Portfolio ID:

UNDP Project/Portfolio Name:

If the Agreement relates to a Portfolio, include the 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.

**United Nations Development Programme**

**[ANNEX E]**

**[ON-GRANTING PROVISIONS APPLICABLE TO THE PARTNER][[5]](#footnote-6)**

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 E is required when the Partner is acting as a grant-making institution. Delete if not applicable. [↑](#footnote-ref-3)
3. Delete is not required for this Agreement. [↑](#footnote-ref-4)
4. Below are two formulations. The actual text to be used will depend on the changes to be made to the RPA, 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-5)
5. Annex E is required when the Partner serves as a grant-making institution. Delete if not applicable. [↑](#footnote-ref-6)