AGREEMENT FOR THE PROVISION OF DEVELOPMENT SERVICES

BETWEEN

UNITED NATIONS DEVELOPMENT PROGRAMME

AND

CONSERVATION COUNCIL OF NATIONS (DBA ICCF GROUP)

This Agreement for the Provision of Development Services (the "Agreement") is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP"), and the Conservation Council of Nations (dba ICCF Group) (hereinafter called "the Recipient"), an entity organized and existing under the laws of the United States of America, with its headquarters at 1200 Potomac Street, Washington DC 20007.

WHEREAS, the Recipient has requested UNDP to provide certain development services as described herein, that will assist the Recipient in connection with the implementation of the FOLUR-Paraguay project hereto "Recipient's Programme or Project";

WHEREAS the Government of Paraguay (the "Government") has approved the provision of these development services by UNDP to the Recipient, through an agreement or arrangement between the UNDP and the Government.

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

1. SCOPE OF WORK

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

1.2 The Development Services shall be provided by UNDP through its Office located in Asuncion Paraguay.

1.3 In the event the Recipient requests additional development services related to the Recipient's Programme, and UNDP agrees to provide such additional services, which shall be added to the scope of

the Development Services as an amendment and the provision of such additional services, which shall be referred to as “Additional Development Services", shall be governed by the terms hereof.

2. TERM

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

2.1 Commencement: UNDP shall commence providing the Development Services on or about January 1st, 2023 (the “Commencement Date”), PROVIDED that:

2.1.1 this Agreement is signed by the Recipient and returned to UNDP, which shall acknowledge receipt thereof, by or before Offer Lapse Date, as defined in Article 8 below; and

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

2.2 Completion: It is expected that the Development Services will be completed approximately, December 31st 2027 after the Commencement Date (the “Completion Date”).

2.3 Failure to Reach Commencement: If the Development Services do not commence by the Commencement Date, this Agreement shall be declared null and void with no liability, financial or otherwise, of either Party to the other.

3. COMPENSATION

3.1 The maximum amount payable by the Recipient to UNDP for the Development Services, excluding any eventual Additional Development Services as described below or any other amendments hereto, shall be USD $ **2,308,995**.

3.2 The Recipient shall compensate UNDP for the provision of the Development Services in accordance with the Schedule of Payments set forth in Annex 2. In addition, the Recipient will reimburse UNDP for expenses incurred, which expenses will include external costs such as travel and courier, and other costs such as administrative support, report reproduction and computer support as provided in Annex 2.

3.3 Compensation for any Additional Development Services that may be provided by UNDP relating to the Recipient’s Programme further to Article 1, shall be as agreed by the Parties and shall be contained in an amendment hereto.

3.4 The Schedule of Payments for the Development Services under this Agreement shall remain in effect for a period of **5 years** from the Effective Date of the Agreement. After this period lapse, the fees

will be adjusted to UNDP's then-current rates and the fees for such services and will be reflected in an amendment to this Agreement.

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

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

Account Name	UNDP Representative in Paraguay USD Account
Account Number	375 222 0737
Bank Name	Bank of America
Bank Address	One Bryant Park, New York, NY 10036, United States of America
SWIFT code	Code: BOFAUS3N ABA N°: 111000012

4. CONTACT PERSONS

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

For UNDP: Silvia Morimoto, UNDP Paraguay Resident Representative at silvia.morimoto@undp.org

For Recipient: Jaime Cavelier, at jaime.cavelier@gmail.com,

5. UNDP's REPORTING

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

6. GENERAL TERMS AND CONDITIONS

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

8. ACCEPTANCE

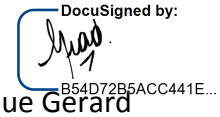
8.1 This Agreement including its Annexes, which form an integral part of the Agreement, supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties with respect to the provision of the Development Services.

8.2 The contents of this Agreement are valid until December 31st 2023 (the "Offer Lapse Date"). If the Recipient does not sign and return the signed Agreement to UNDP by or before the Offer Lapse Date, UNDP may at its discretion not countersign this Agreement in which case the offer presented through this Agreement shall lapse and the terms be deemed null and void. If the Recipient signs and returns this Agreement, which must be received by UNDP by the Offer Lapse Date, this Agreement shall enter into force upon UNDP's counter signature hereto ("Effective Date") and shall remain in force until the Completion Date.

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

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

For and on behalf of:

United Nations Development Programme	ICCF Group
Signature: DocuSigned by:  B54D72B5ACC441E... Veronique Gerard Officer-In-Charge	Signature:  David H. Barron Chairman
Date: December 21, 2022	Date: December 21, 2022

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ANNEX 1: DEVELOPMENT SERVICES DOCUMENT

[Paraguay]

Development Services Title: FOLUR-Paraguay
Project Number: 00133057 **Award Number: 00145837**
Start Date: January 1st, 2023 **End Date:** December 31st, 2027

Recipient	Conservation Council of Nations (dba ICCF Group)
Address	1200 Potomac Street, Washington DC 20007
Phone / Fax	1-202-471-4222
Email	Jaime.cavelier@gmail.com

As described under: "Deliverables and Indicators" below.

Total value:		USD$**2,308,995**

I. Objectives and Scope of Work

The objective of this Agreement is for UNDP to produce the deliverables as listed under Deliverables and Indicators (below) for the following components and outcomes of the FOLUR-Paraguay project: 1) Component 1: Integrated Landscape Management System (ILM) and Outcome 1.1: Framework for landscape level land use planning and management improved with integration of national and local governance structures for ecosystem integrity, and 2) Component 2: Decoupling -Sustainable food production practices and responsible meat and soy value chains and Outcome 2.1: Environmental impacts of soybean and beef production on landscape integrity in the Chaco and BAAPA reduced through sustainable soybean and beef production standards that are agreed upon, adopted and applied along the respective value chains.

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

General risks of the project	
Description of the risk	**Risk mitigation measures**
Deficient appropriation of national actors (both from the public and private sectors) in the construction and implementation of project activities.	Formulate participatory work plans, documenting agreements between all key sectors, for example, within the technical committee of the project with clearly identified institutional roles and responsibilities. Holding regular meetings to monitor these work plans regularly in order to identify bottlenecks and solutions at an early stage.
Institutional changes occur at a technical and/or political level, causing delays in actions or decision-making for the effective implementation of the project, particularly considering the election year 2023.	Incorporate the political calendar in the preparation of work plans and their implementation through inter-institutional working groups.
Risks in the implementation of the products	
Description of the risk	**Risk mitigation measures**
Lack of consensus and coordinated action among the institutions in the actions to be implemented.	Early, in the project starting phase, generate agreements between all the key parties that must intervene in the achievement of the different products, formalize them in minutes and/or in a clear operating manual available to all.
Less than ideal empowerment of public institutions and the private sector regarding the gender approach to reduce existing inequalities.	Formulate participatory work plans that specifically include the gender perspective, documenting agreements between all sectors.
Stakeholders potentially affected by project activities (especially groups in situations of	Mapping stakeholders for each product/activity to identify their interests in each issue and how they

vulnerability) are excluded from fully participating in decisions that may affect them or are not consulted in a culturally appropriate manner.	should be involved or consulted in the starting phase. This mapping should include especially populations in situations of vulnerability, women's groups and highlight any special arrangements that are necessary for their full and effective participation. Having a communication strategy for the project that can regularly inform potentially affected stakeholders about the progress of project activities.
The willingness of stakeholders to commit to changes in policies and practices depends on a complex set of political, economic and ideological factors linked to particular interests, both individual and sectoral.	Adaptive management efforts will include reviewing and updating assumptions in this regard as part of the lesson learning approach.

III. Monitoring and Reporting Arrangements

ICCF Group will require Quarterly Technical and Financial Reports. Financial reports will be made in Excel (from January 1st to July 1st 2023) and then in QuickBooks (Starting July 1, 2023) to allow merging the reports with the overall accounting systems of the project.

Deliverables and Indicators

Component 1: Integrated Landscape Management System (ILM)

Outcome 1.1: Framework for landscape level land use planning and management improved with integration of national and local governance structures for ecosystem integrity.

Deliverable(s)	INDICATORS	Expected Date of Achievement[1]
Deliverable 1.1.1 *Integrated information system for the sustainable management of land use with state-of-the-art technology, geospatial tools, an M&E platform and decision-making support systems.*	***1.1.1.1.*** *Standardized and fully operational information is available on data on soil, biodiversity, water, air and climate in the municipalities of intervention that allow managing land use and monitoring the evolution of the state of the landscape. The reports are generated in support of decision-making, and also contain information disaggregated by gender.*	At the end of the year 2027
	1.1.1.2. *At the end of the project, at least 50% of the Environmental Impact Statements in 10 intervention districts are managed through an Integrated Information System implemented in the municipalities.*	At the end of the year 2027
Deliverable 1.1.2 *Territorial planning instruments (PDS and POUT) that integrate the IPM approach developed for the selected districts in the intervention sites, considering the integration of sustainable beef and soybean production with the conservation and restoration of Key Biodiversity Areas (KBAs) and corridors located in the productive landscapes of the intervention sites.*	***1.1.2.1.*** *10 Territorial and Urban Planning Plans (POUT) implemented with a total area of 14,969,742 hectares. Compliance with the POUTs in terms of the zoning of each municipality within the framework of Integrated Landscape Management (IPM) and monitored environmental sustainability standards, demonstrating a positive evolution of improvement in coverage and restoration indicators, reduction of degradation and conflicts of land use.*	At the end of the year 2027
Deliverable 1.1.3 *Capacity development program that incorporates a gender and cultural relevance approach to improve the capacities of public and private actors for the planning, implementation and monitoring of POUTs, monitoring and compliance with policies, incentives and environmental seals.*	***1.1.3.1****. 270 people from public, private and civil society institutions at the national and local levels, with fully installed and strengthened capacities (of which 30% are women and 30 indigenous) (GEF Basic Indicator 11).*	At the end of the year 2026
	1.1.3.2. *At least 10 trained technicians from the municipalities in the use of GIS.*	At the end of the year 2026

Component 2: Decoupling -Sustainable food production practices and responsible meat and soy value chains.

Outcome 2.1: Environmental impacts of soybean and beef production on landscape integrity in the Chaco and BAAPA reduced through sustainable soybean and beef production standards that are agreed upon, adopted and applied along the respective value chains.

[1] to be adjusted during the project's inception phase and agreed with ICCF and national and local partners

Deliverable(s)	INDICATORS	Expected Date of Achievement
Deliverable 2.1.1. *Strengthened regional multi-stakeholder dialogue platforms, including gender considerations for sustainable beef and soy supply chains.*	***2.1.1.1.*** *Number of participants from each sector of the meat and soy chain.*	At the end of the year 2027
	2.1.1.2. *Meat and soy platform with structure for institutionalization.*	At the end of the year 2027
	2.1.1.3. *Soy platform created and in operation for the Chaco region.*	At the end of the year 2027

IV. Multi-Year Work Plan/Budget

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

EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Year[2]					PLANNED BUDGET[3]	
		1	2	3	4	5	Budget Description	Amount (U$)
Deliverable 1.1.1. Integrated information system for the sustainable management of land use with state-of-the-art technology, geospatial tools, an M&E platform and decision-making support systems.	1.1.1.1. Contracting of a consultancy for the proposed elaboration of interoperability and integration mechanisms with the SIAM platform.			■			10,000.00	**548,420.71**
	1.1.1.2. Updating and maintenance of the data set for the implementation of the integrated system within SIAM.		■	■	■		100,000.00	
	1.1.1.3. Acquisition of computer equipment to make the integrated information system viable in the municipalities and strengthen the Territorial Planning Directorate of MADES.			■	■		11,000.00	
	1.1.1.4. Acquisition, adaptation and maintenance of software to support the implementation of the integrated information system.			■	■		100,000.00	
	1.1.1.5. Preparation of the User Guide of the software used and other support material.				■	■	10,000.00	
	1.1.1.6. Acquisition of three vehicles for the development of project activities.	■					120,000.00	
	1.1.1.7. Contracting of specialists to support the institutions (MADES, INFONA).	■	■	■			50,000.00	

[2] The timing will follow the Annual Operation Plans (AOP) as approved by MADES and ICCF Group. The AOP will be an integral part of this Agreement.

[3] to be adjusted during the project's inception phase and agreed with ICCF Group and national and local partners.

	1.1.1.8. Contracting of technicians to support the municipalities for the implementation of the Integrated Information System.						50,000.00	
	1.1.1.9. Printed and audiovisual materials on the component.						10,478.00	
	1.1.1.10. Project Management Costs						86,942.77	
Deliverable 1.1.2. Territorial planning instruments (PDS and POUT) that integrate the IPM approach developed for the selected districts in the intervention sites, considering the integration of sustainable beef and soybean production with the conservation and restoration of Key Biodiversity Areas (KBAs) and corridors located in the productive landscapes of the intervention sites.	1.1.2.1 Hiring of consultancy and/or specialists for the development of POUTs and/or PDS (10 municipalities).						200,000.00	**996,165.23**
	1.1.2.2 Preparation and/or revision/updating of the PDS of the municipalities.						125,000.00	
	1.1.2.3 Survey and generation of database of the municipality.						93,000.00	
	1.1.2.4. Participatory diagnosis for the elaboration of the proposal of territorial ordering of the municipality.						135,000.00	
	1.1.2.5. Training for the institutions involved (MADES, STP, Municipalities).						56,000.00	
	1.1.2.6. Acquisition of equipment and software (Ms Office) to support the municipalities, MADES and STP in the implementation of their POUTs.						33,000.00	
	1.1.2.7 Maintenance of software licenses.						2,500.00	
	1.1.2.8 Acquisition of 2 drones; 10 GPS, 1 software for the geospatiality of the territories (mapping).						90,000.00	
	1.1.2.9 Coordinate actions with the STP, MADES, Municipalities.						40,110.00	

	1.1.2.10. Project Management Costs.						221,556.00	
Deliverable 1.1.3. Capacity development program that incorporates a gender and cultural relevance approach to improve the capacities of public and private actors for the planning, implementation and monitoring of POUTs, monitoring and compliance with policies, incentives and environmental seals.	1.1.3.1. Development of participatory diagnoses with the community and local actors involving the native peoples.						40,500.00	**254,901.00**
	1.1.3.2 Development of a training program based on local needs for the operation of the integrated and monitoring system (SIAM), aimed at municipalities, local actors and institutions involved.						25,000.00	
	1.1.3.3 Articulation for the development of municipal ordinances that promote the sustainable development of the region based on the POUT and PDS.						15,000.00	
	1.1.3.4 Development of a training program on the use of GIS and SIAM management for local actors and municipalities.						21,000.00	
	1.1.3.5 Institutional strengthening and capacity development of the Ministry of the Environment and Sustainable Development (MADES) for the actions of the institutional management of the project.						60,000.00	
	1.1.3.6. Incentive program for the participation of women and youth in the sustainable development processes of the municipality.						18,000.00	
	1.1.3.7. Project Management Costs.						75,401.00	
Deliverable 2.1.1. Strengthened regional multi-stakeholder dialogue platforms, including gender considerations for sustainable beef and soy supply chains.	2.1.1.1. Support for the continuity and functionality of the Regional Meat and Soybean Platforms (Manage meetings)						144,000.00	**258,471.00**
	2.1.1.2. Facilitate the mechanisms for the creation of the soybean platform in the Chaco.						44,823.00	

	2.1.1.3. On the platforms, facilitate discussion spaces for the integration of the different conceptualization initiatives for the sustainable production of soybean and meat items in the Chaco and BAAPA region.						42,500.00	
	2.1.1.4. Participatory gender analysis workshop on the role of women and indigenous peoples in the meat and soybean chains.						8,500.00	
	2.1.1.5. Project Management Costs.						18,648.00	
Sub-total								**2,057,958**
Fee								**171,037**
Direct Project Costs (DPC)								**80,000**
TOTAL COMPONENT 1 and 2								**2,308,995**

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ANNEX 2

SCHEDULE OF PAYMENT

A. Fee and Expenses Breakdown per Deliverable*

	Schedule of Payment	Budget (in US$)	Programable Budget	Fee(8%)	DPC	Payment Timing (Date)
1	Disbursement 1 (17%)	**400,000**	370,370.00	29,630.00	13,600.00	Upon signature of the "Development Agreement"
2	Disbursement 2 (22%)	**500,000**	462,963.00	37,036.00	17,600.00	After receipt of the first 6- month report
3	Disbursement 3 (21%)	**480,000**	444,444.00	35,556.00	16,800.00	After receipt of the first 12- month report
4	Disbursement 4 (21%)	**480,000**	444,444.00	35,556.00	16,800.00	After receipt of the second 12- month report
5	Disbursement 5 (19%)	**448,995**	415,736.00	33,259.00	15,200.00	After receipt of the third 12- month report
	TOTAL	**2,308,995**	2,137,957.00	171,037.00	80,000.00	

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ANNEX 3

UNDP GENERAL CONDITIONS

FOR PROVISION OF DEVELOPMENT SERVICES

1. BASIS OF ARRANGEMENT AND LEGAL STATUS OF THE PARTIES:

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

1.1 Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 Nothing contained in or relating to the Agreement to which these General Conditions apply and to which such General Conditions form an integral part thereof, (each, an "Agreement"), shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or responsible parties (in the case of UNDP) or subcontractors (in the case of Recipient) of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

1.3 The Development Services are being provided by UNDP as assistance to the Recipient, further to the Agreement of the Government, towards the Recipient's contribution to international development goals. The Development Services are performed by UNDP further to and consistent with its mandate. The Parties agree that nothing herein shall be construed as the Parties engaging in a commercial relationship.

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

2. SOURCE OF INSTRUCTIONS:

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

3. UNDP'S RESPONSIBILITY FOR ITS PERSONNEL:

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

4. RECIPIENT'S DUTIES AND RESPONSIBILITIES:

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

5. ASSIGNMENT:

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

6. USE OF DEVELOPMENT SERVICES OF OTHER ENTITIES:

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

7. COMPENSATION AND PAYMENT

7.1 The compensation of UNDP for the provision of Development Services will be further to the Agreement. UNDP shall not be required to commence the provision or continuation of Development Services until the payments referred to in **Annex 2** have been received in accordance with the terms set forth therein.

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

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

7.4 In addition to any other remedy available to UNDP for late payments as may be specified anywhere in this Agreement, Recipient will be obligated to pay UNDP interest on the overdue amount at the rate of one and one-half percent (1.5%) per month for each month, or partial month, calculated from the date such payment was due until the date paid. Recipient will reimburse UNDP for all costs incurred by UNDP in connection with any collection efforts related to or arising out of this Agreement.

7.5 In no event shall UNDP's obligation and liability to the Recipient hereunder exceed the undertaking of the Development Services. If the Development Services are not performed in accordance with Annex 1, UNDP shall re-perform such Development Services to bring them into compliance with the foregoing and such correction shall be the Recipient's sole remedy under this Agreement with respect to the provision of the Development Services.

8. ADMINISTRATION AND REPORTING

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

9. INDEMNIFICATION; LIABILITY

9.1.1 The Recipient agrees to indemnify and hold UNDP harmless from and against all claims, liabilities, losses, damages, and expenses (including the costs of UNDP's professional time) as incurred (collectively "Losses") relating to the Development Services, including any Losses asserted by the Recipient, its agents or representatives, or third parties and any Losses, costs, etc. sustained by UNDP when participating in any legal, regulatory, or administrative proceeding relating to the Development Services, except to the extent those Losses are determined by a final, non-appealable order or arbitral award to have resulted from UNDP's gross negligence or willful misconduct in the performance of the Development Services.

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

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

10. RECIPIENT ACKNOWLEDGEMENT

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

11. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

11.1.2 maintain appropriate cargo insurance against loss of or damage to supplies and equipment, if any, purchased in whole or in part with funds provided under this Agreement until transferred to the Recipient;

11.1.3 with regard to its Staff, Consultants and other personnel, maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of UNDP; and maintain malicious acts insurance.

12. TITLE TO EQUIPMENT

12.1 Title to any equipment and supplies that may be furnished by the Recipient shall rest with the Recipient and any such equipment shall be returned to the Recipient at the conclusion of this Agreement or when no longer needed by the UNDP. Such equipment, when returned to the Recipient, shall be in the same condition as when delivered to UNDP, subject to normal wear and tear. UNDP shall be liable to compensate the Recipient for equipment determined to be damaged or degraded beyond normal wear and tear.

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

13.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of UNDP: (i) that pre-existed the performance by UNDP of its obligations under the Agreement, or (ii) that UNDP may develop or acquire, or may have developed or

acquired, independently of the performance of its obligations under the Agreement, the Recipient does not and shall not claim any ownership interest thereto, and UNDP grants to the Recipient a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.

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

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

14.1 Recipient shall not advertise or use the name, emblem or trademarks of UNDP, or any of its programmes, projects or affiliates (including the UN, UNCDF and UNV), or any abbreviation thereof, without the express prior written approval of UNDP in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Recipient and/or its business or Development Services. In making such request, the Recipient must submit an outline and draft of the proposed use of the name or emblem to UNDP.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

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

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

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

13, the Disclosee may disclose Information to: **15.2.1** any other party with the Discloser's prior written consent; and,

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

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

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

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

15.3 The Disclosee may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Disclosee will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

15.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General, and consistent with its Information Disclosure Policy.

15.5 The Disclosee shall not be precluded from disclosing Information that is obtained by the Disclosee from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Disclosee, or at any time is developed by the Disclosee completely independently of any disclosures hereunder.

15.6 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement.

16. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

16.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, UNDP shall give notice and full particulars in writing to the Recipient, of such occurrence or change if UNDP is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. UNDP shall also notify the Recipient of any other changes in conditions or the occurrence

of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, the Recipient shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to UNDP of a reasonable extension of time in which to perform its obligations under this Agreement.

16.2 If UNDP is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, the Recipient shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 17, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force; failure of carrier or utilities, equipment or transmission failure or damage that is reasonably beyond the non-performing party's control, or any other cause that is reasonably beyond the control of the non-performing party; governmental acts, order or restrictions, failure of government or suppliers to act or any other reason when the failure to perform is beyond the reasonable control and not caused by negligence or international conduct or misconduct of the non-performing party and such party has exerted all reasonable efforts to avoid or remedy such force majeure provided however that the non-performing party shall not be obligated to remedy or settle any labour dispute or disturbance.

17. TERM AND TERMINATION

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

17.2 Either party may terminate this Agreement for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 18.3 ("Arbitration"), below, shall not be deemed a termination of this Agreement.

17.3 The Recipient reserves the right to terminate without cause this Agreement at any time upon 15 days prior written notice to UNDP, in which case the Recipient shall reimburse UNDP for all costs incurred by UNDP prior to receipt of the notice of termination.

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

17.5 Upon any expiration or termination of this Agreement, each party will return promptly or, at the other Party's request, destroy all documents and other tangible objects containing or representing

Confidential Information of the other Party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements.

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

18. SETTLEMENT OF DISPUTES

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

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

18.3 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Agreement or the breach, termination, or invalidity thereof, unless settled amicably under Article 18.2, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, Development Services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") (or should LIBOR be no longer available, then the arbitral tribunal shall have no authority to award interest in excess of the Federal Reserve Bank of New York's Secured Overnight Financing Rate) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

19. PRIVILEGES AND IMMUNITIES

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

20. TAX EXEMPTION

20.1 The Compensation paid to UNDP hereunder shall be net of taxes. Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, UNDP shall immediately consult with the Recipient to determine a mutually acceptable procedure, which may include the Recipient paying the taxes in relation to the Development Services directly to the competent Governmental authority(ies). In such case, if UNDP is able to recover the taxes paid, it shall reimburse them to the Recipient.

21. INTEGRITY CLAUSE

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

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

22.0 AUDIT AND INVESTIGATION

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

23.0 AUTHORITY TO MODIFY

23.1 Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to

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