



## UNITED NATIONS DEVELOPMENT PROGRAMME

### Agreement under the [insert name] Innovation Challenge

*This model Agreement is intended for use with an individual in connection with the Innovation Challenge Policy. Any deviations to the text should be made in consultation with the Legal Office, Bureau for Management Services.*

No. \_\_\_\_\_

This Agreement is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as “UNDP”) and \_\_\_\_\_ (hereinafter referred to as “the Innovator”) whose address is \_\_\_\_\_

WHEREAS the Innovator’s proposal entitled [insert name of proposal] has been selected under the [insert name] Innovation Challenge for the purpose of [describe the nature of the innovation activity...] (the “Services”);

WHEREAS UNDP desires to engage the Services of the Innovator on the terms and conditions hereinafter set forth; and

WHEREAS the Innovator is ready and willing to accept this Agreement with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

#### 1. NATURE OF SERVICES :

The Innovator shall perform the Services as described in the Terms of Reference and the Innovator’s Proposal which form an integral part of this Agreement and are attached hereto as *Annex I and Annex II*.

#### 2. LEGAL STATUS:

The Innovator shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Agreement shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Innovator. The officials, representatives, employees or subcontractors of UNDP and of the Innovator, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Innovator shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

**3. DURATION:**

This Agreement shall commence on [insert date], and shall expire upon satisfactory completion of the Services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Agreement.

**4. CONSIDERATION:**

As full consideration for the Services performed by the Innovator under the terms of this Agreement, UNDP shall pay the Innovator a total of [insert amount and currency] in accordance with the table set forth below. Payments shall be made following certification by UNDP that the Services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any:

<b>DELIVERABLE</b>	<b>DUE DATE</b>	<b>AMOUNT IN [CURRENCY]</b>
[insert milestones to be achieved in performing the Services] <i>(These should reflect what is more fully described in the TORs)</i>	Insert Date	Insert Amount
“	“	“

The amount stated in this Agreement is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Innovator in the performance of the Services under this Agreement. Request for payment must be accompanied by evidence of achievement of milestones.

**5. TIME AND MANNER OF PAYMENT:**

Disbursements will be paid upon achievement of the above agreed milestones and following submission of satisfactory invoices to UNDP. Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Innovator of its non-acceptance within a reasonable time from receipt. Payments effected by UNDP to the Innovator shall be deemed neither to relieve the Innovator of his/her obligations under this Agreement nor as acceptance by UNDP of the Innovator’s provision of the Services. UNDP may monitor, or require reporting of, the utilization of funds disbursed by UNDP to the Innovator hereunder if is expected that they will be invested into further development of the Innovator’s proposal.

**6. RIGHTS AND OBLIGATIONS OF THE INNOVATOR**

The rights and obligations of the Innovator are strictly limited to the terms and conditions of this Agreement, including its Annexes. Accordingly, the Innovator shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Agreement. The Innovator shall be solely liable for claims by third parties arising from the Innovator's own acts or omissions in the course of performing this Agreement, and under no circumstances shall UNDP be held liable for such claims by third parties. The Innovator shall perform and complete the Services (as more fully described in the Innovator's Project Proposal attached hereto as Annex II), with due diligence and efficiency, and in accordance with this Agreement. The Innovator shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the performance of the Services.

The Innovator represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Agreement. This is a material term, the breach of which shall be considered grounds for immediate termination of the Agreement. The Innovator also represents and warrants the quality of the deliverables and reports foreseen under this Agreement in accordance with the highest industry and professional standards. All time limits contained in this Agreement shall be deemed to be of the essence in respect of the performance of the delivery of the provision of the Services.

#### **7. PROHIBITION ON ASSIGNMENT; MODIFICATIONS:**

The Innovator shall not assign or transfer, or cause to be assigned or transferred, whether actually or as a result of a take-over, merger, change of corporate ownership or control, or other change in identity or character of the Innovator, this Agreement or any part, share or interest therein. Any such assignment or transfer shall be considered "cause" under Article 18 (Termination). The terms or conditions of any supplemental undertakings, licenses or other forms of Agreement concerning services to be provided under the Agreement shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Agreement shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Agreement signed by the Innovator and an authorized official or appropriate contracting authority of UNDP.

#### **8. SUBCONTRACTORS:**

In the event that the Innovator requires the services of subcontractors to perform any obligations under the Agreement, the Innovator shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Innovator to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Agreement. The Innovator shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Agreement.

#### **9. PURCHASE OF GOODS:**

To the extent that this Agreement involves any purchase of goods by the Innovator using UNDP funds, whether in whole or in part, the Innovator shall exercise the same duty of care in purchasing the goods as if the funds were the Innovator's own, and giving consideration to the following principles of UNDP procurement:

- a) best money for value;
- b) fairness, integrity, and transparency; and
- c) effective competition.

**10. INDEMNIFICATION:**

The Innovator shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Agreement, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Innovator, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Agreement, which give rise to legal liability to anyone not a party to the Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

**11. INSURANCE:**

The Innovator shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Innovator, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Agreement. The Innovator shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Agreement, as well as for arranging, at the Innovator's sole expense, such life, health and other forms of insurance as the Innovator may consider to be appropriate to cover the period during which the Innovator provides services under the Agreement. The Innovator acknowledges and agrees that none of the insurance arrangements the Innovator shall, in any way, be construed to limit the Innovator's liability arising under or relating to the Agreement.

**12. ENCUMBRANCES AND LIENS:**

The Innovator shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Innovator or to become due for any work done or against any goods supplied or materials furnished under the Agreement, or by reason of any other claim or demand against the Innovator.

**13. EQUIPMENT FURNISHED BY UNDP TO THE INNOVATOR:**

Title to any equipment and supplies that may be furnished by UNDP to the Innovator for the performance of any obligations under the Agreement shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Agreement or when no longer needed by the Innovator. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Innovator, subject to normal wear and tear, and the Innovator shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

#### **14. TITLE RIGHTS, COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

Except as is otherwise expressly provided in writing in the Agreement, UNDP 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 Innovator has developed for UNDP 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. The Innovator acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. Notwithstanding the forgoing, the UNDP hereby grants the Innovator a world-wide, non-exclusive, non-transferable, and royalty-free license to use the intellectual property or other proprietary rights arising from the Innovator's activities under the Project. "Use" shall mean the ability to use, reproduce, sub-license, distribute and communicate products incorporating said proprietary rights for non-commercial purposes and exclusively on a non-profit basis.

To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Innovator: (i) that pre-existed the performance of the Innovator's obligations under the Agreement, or (ii) that the Innovator may develop or acquire, or may have develop or acquired, independently of the performance of his/her obligations under the Agreement, UNDP does not and shall not claim any ownership interest thereto, and the Innovator grants to UNDP 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.

At the request of UNDP, the Innovator shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Agreement.

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

#### **15. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:**

The Innovator shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall Innovator, in any manner whatsoever,

use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

**16. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that are considered proprietary by either UNDP or the Innovator or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Agreement, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Agreement. Subject to and without any waiver of the privileges and immunities of UNDP, the Innovator may disclose Information to the extent required by law, *provided that* the Innovator 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. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. 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. Notwithstanding the foregoing, the Innovator acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Agreement, the name of the Innovator, and any relevant information related to the award of the Agreement.

**17. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Innovator shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Innovator is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Agreement. The Innovator shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Agreement. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Innovator shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Innovator

of a reasonable extension of time in which to perform any obligations under the Agreement or suspension thereof.

*Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Innovator. The Innovator acknowledges and agrees that, with respect to any obligations under the Agreement that the Innovator must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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 the Agreement.

#### **18. TERMINATION:**

Either party may terminate the Agreement, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of agreements for a total period of less than two (2) months and fourteen (14) days in the case of agreements for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Agreement. UNDP may, without prejudice to any other right or remedy available to it, terminate the Agreement forthwith in the event that the Innovator has filed for bankruptcy or has been adjudicated bankrupt.

In the event of any termination of the Agreement, upon receipt of notice of termination by UNDP, the Innovator shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

- (a) take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
- (b) refrain from undertaking any further or additional commitments under the Agreement as of and following the date of receipt of such notice;
- (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Agreement had been completed, would be required to be furnished to UNDP thereunder;
- (d) complete performance of the services not terminated; *and*
- (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Agreement that is in the possession of the Innovator and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Agreement, UNDP shall only be liable to pay the Innovator compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Agreement. Additional costs incurred by UNDP as a result of termination of the Agreement by the Innovator may be withheld from any amount otherwise due to the Innovator by UNDP.

#### **19. SETTLEMENT OF DISPUTES:**

**19.1 Amicable Settlement:** UNDP and the Innovator shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the parties in writing.

**19.2 Arbitration:** Any dispute, controversy or claim between the parties arising out of the Agreement, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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, 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 of Protection”) and Article 32 (“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”) 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.

## **20. PRIVILEGES AND IMMUNITIES:**

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

## **21. TAXATION:**

Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Innovator shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Innovator in respect of any amounts paid to the Innovator under this Agreement, and the Innovator acknowledges that UNDP will not issue any statements of earnings to the Innovator in respect of any such payments.

**22. AUDITS AND INVESTIGATIONS:**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Innovator acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Agreement or the award thereof, and the obligations performed thereunder.

The Innovator shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Innovator's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Innovator shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Innovator's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder. If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Agreement, with no liability whatsoever to UNDP.

The Innovator shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Agreement. Such amount may be deducted by UNDP from any payment due to the Innovator under the Agreement.

The right of UNDP to conduct a post-payment audit or an investigation and the Innovator's obligation to comply with such shall not lapse upon expiration or prior termination of the Agreement. The Innovator also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the activities which are the subject of this Agreement, shall have direct recourse to the Innovator for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Agreement.

**23. LIMITATION ON ACTIONS:**

Except with respect to any indemnification obligations in Article 10, above, or as are otherwise set forth in the Agreement, any arbitral proceedings in accordance with Article 19, above, arising out of the Agreement must be commenced within three (3) years after the cause of action has accrued. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action.

**25. ESSENTIAL TERMS:**

The Innovator acknowledges and agrees that each of the provisions in Articles 26 to 34 hereof constitutes an essential term of the Agreement and that any breach of any of these provisions shall entitle UNDP to terminate the Agreement or any other contract with UNDP immediately upon notice to the Innovator, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**26. SOURCE OF INSTRUCTIONS:**

The Innovator shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Agreement. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Innovator's performance under the Agreement, the Innovator shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Innovator shall not take any action in respect of the performance of its obligations under the Agreement that may adversely affect the interests of UNDP or the United Nations, and the Innovator shall perform its obligations under the Agreement with the fullest regard to the interests of UNDP. The Innovator must comply with all security directives issued by UNDP.

**27. STANDARDS OF CONDUCT:**

The Innovator warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement, or the award thereof, to any representative, official, employee or other agent of UNDP. The Innovator shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Agreement. In addition, in the performance of the Agreement, the Innovator shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Agreement:

- 27.1 The UN Supplier Code of Conduct;
- 27.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");
- 27.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
- 27.4 UNDP Social and Environmental Standards (SES), including the related Accountability mechanism;
- 27.5 UNDP Vendor Sanctions Policy; and
- 27.6 All security directives issued by UNDP.

The Innovator acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at:

<http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Innovator represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Agreement.

**28. CONFLICT OF INTEREST:**

The Innovator warrants that at the time of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement. If a conflict of interest arises or appears to arise during the duration of this Agreement, the Innovator shall:

- a) immediately notify UNDP

- b) make full disclosure of all relevant information relating to the conflict; and
- c) take such steps as UNDP reasonably requires to resolve or otherwise deal with the conflict.

**29. SURVIVAL:**

The following Articles survive the expiration or termination of this Agreement:

- a) Article 10 (Indemnification)
- b) Article 11 (Insurance);
- c) Article 14 (Title Rights, Copyright, Patents and other Proprietary Rights);
- d) Article 16 (Confidential Nature of Documents and Information);
- e) Article 19 (Settlement of Disputes); and
- f) Article 20 (Privileges and Immunities).

**30. NON-WAIVER OF RIGHTS:**

The failure by either Party to exercise any rights available to it, whether under the 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 the Agreement.

**31. CHILD LABOR:**

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

**32. MINES:**

The Innovator represents and warrants that neither it, its parent entities (if any), nor any of the Innovator's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**33. SEXUAL EXPLOITATION:**

In the performance of the Agreement, the Innovator shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Innovator shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Innovator shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Innovator to perform any services under the Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless

of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Innovator shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

UNDP shall not apply the foregoing standard relating to age in any case in which the Innovator's personnel or any other person who may be engaged by the Innovator to perform any services under the Agreement is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Innovator's personnel or such other person who may be engaged by the Innovator to perform any services under the Agreement.

**34. ANTI-TERRORISM:**

The Innovator agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Agreement is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Agreement.

**35. SUBMISSION OF INVOICES:**

An original invoice shall be submitted by mail in English by the Innovator, after verification and written approval of, for each payment under the Agreement to the following address:

[insert address]  
[insert address]  
[insert address]  
[insert address]

Invoices submitted by fax shall not be accepted by UNDP.

**36. BANK ACCOUNT:**

All payments shall be made by UNDP to the following Bank account of the Innovator:

\_\_\_\_\_ [NAME OF THE BANK]  
\_\_\_\_\_ [ACCOUNT NUMBER]  
\_\_\_\_\_ [ADDRESS OF THE BANK]

**37. ENTRY INTO FORCE:**

This Agreement shall enter into force upon its signature by both Parties. The Innovator shall commence the performance of the Services not later than [xxx] and shall complete the Services by [xxx]. All time limits contained in this Agreement shall be deemed to be of the essence in respect of the performance of the Services.

**38. NOTIFICATIONS**

For the purpose of notifications under the Agreement, the addresses of UNDP and the Innovator are as follows:

**For UNDP:**

[insert name],  
[insert title],  
[insert Country Office]  
[insert address]  
[insert phone]

**For the Innovator:**

[INSERT NAME, ADDRESS, PHONE, FAX AND CABLE NUMBERS]

[insert name],  
[insert title],  
[insert Country Office]  
[insert address]  
[insert phone]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**AUTHORIZING OFFICER:**  
**United Nations Development Programme**

**INNOVATOR:**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEX I – *Terms of Reference (TORs)***

**ANNEX II – *Innovator's Proposal dated [insert date]***