

STANDARD TERMS AND CONDITIONS

This **Responsible Party Agreement** (hereinafter referred to as the “Agreement”) is made between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), and the Non-Governmental Organization named in block 3 of the Face Sheet (the “NGO,” and together with UNDP, the “Parties”).

WHEREAS UNDP and the NGO have, on the basis of their respective mandates, a common aim in the furtherance of needs based humanitarian action leading to early recovery, human security and sustainable human development;

WHEREAS pursuant to the Terms of Reference of the CBPF named in block 2 of the Face Sheet, UNDP has agreed to serve as a Managing Agent (hereinafter “MA”) under projects financed by the CBPF, under the terms hereof, at the request of the Humanitarian Coordinator (hereinafter the “HC”);

WHEREAS the project named in block 5 of the Face Sheet (the “Project”) is financed by the CBPF;

WHEREAS UNDP may be entrusted with certain resources through the Fund for allocation to certain projects, and responsible for the proper management of these funds;

WHEREAS further to the foregoing, UNDP in its capacity as MA wishes to engage with the NGO, to implement activities (hereinafter the “Activities”) and achieve deliverables (hereinafter the “Deliverables”) within the time frames and pursuant to the budget set forth in the Work Plan which forms part of the Project Document (hereinafter the “Work Plan”) for the Project;

WHEREAS the NGO, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved, in accordance with the UNDP requirements for management, is apolitical and non-profit making;

WHEREAS the NGO understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes of the Project as set forth in the Project Document and in line with the CBPF’s Country Specific Operational Manual for the Country indicated in block 1 of the Face Sheet (the “Country”), (hereinafter the “Operational Manual”).

NOW, THEREFORE, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

1.0 Objectives and General Responsibilities of the Parties

1.1 The NGO agrees to carry out its responsibilities in accordance with the provisions of the present Agreement, and to undertake the Activities in accordance with UNDP rules and regulations as well as the Operational Manual and which form an integral part of the present Agreement.

1.2 Consistent with this objective, the NGO shall commence and implement the Activities and achieve the Deliverables 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 Activities must be consistent with the regulations, rules, policies and procedures of UNDP.

1.3 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 and achievement of the Deliverables under this Agreement.

1.4 Any information or data provided by the NGO to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities, Deliverables and reports foreseen under this Agreement, will conform to the highest professional standards. The NGO will work under the overall coordination of the Humanitarian Coordinator (HC) of the United Nations in the Country.

1.5 The Parties shall on a regular basis keep each other informed of, and consult on matters pertaining to the implementation of the Activities and achievement of the Deliverables under this Agreement.

2.0 Standards of Conduct

2.1 The NGO 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.

2.2 The NGO 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 NGO 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:

- (a) The UN Supplier Code of Conduct;
- (b) UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");
- (c) UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
- (d) UNDP Vendor Sanctions Policy; and
- (e) All security directives issued by UNDP.

2.3 The NGO 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 or at <https://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>. In making such acknowledgement, the NGO (Contractor) 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.

3.0 Financial Arrangements

3.1 Pursuant to the budget contained in the Work Plan, UNDP shall make available to the NGO funds up to the maximum amount indicated in block 7 of the Face Sheet upon timely achievement of the Deliverables and in accordance with the milestones and schedule set forth in the Work Plan.

3.2 The amounts stated above shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the NGO in the implementation of the Activities.

3.3 All payments shall be made by UNDP to the NGO bank account indicated in block 8 of the Face Sheet.

3.4 Payments effected by UNDP to the NGO shall be deemed neither to relieve the NGO of its obligations under this Agreement nor as acceptance by UNDP of the NGO's performance of the Activities.

3.5 The NGO shall notify UNDP about any expected budget variations. The NGO shall be authorized to make variations on any one budget sub-total line in the Work Plan in line with the provisions of the Operational Manual and not exceeding a 20% variance, provided that the maximum amount allocated by UNDP pursuant to paragraph 3.1 above, is not exceeded. The NGO will have to provide written endorsement (or no objection) from the HC for any variations exceeding the provisions of the Operational Manual.

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 the preceding paragraph, or exceeding the maximum amount referred to in paragraph 3.1 above.

3.7 Unless otherwise agreed in writing by UNDP, the NGO shall return all unspent funds and income (including interest) to UNDP within one (1) month of completion of the Activities or termination of this Agreement, whichever is earlier.

3.8 Disbursement of funds by UNDP to the NGO is contingent upon the former's receipt and availability of donor contributions to the CBPF. The NGO agrees that UNDP shall have no responsibility therefor, or for payment of activities of the NGO in the absence of such funding.

4.0 Refund

4.1 The NGO shall disburse the funds made available to it by UNDP and incur expenditures in connection with the Activities on the terms and conditions set forth in this Agreement and the Work Plan. In the event that the NGO 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 NGO shall refund the amounts to UNDP not later than thirty (30) days after the NGO receives a written request for such refund from UNDP. Failing that, UNDP may deduct the amount of the requested refund from any payments due to the NGO under this Agreement.

5.0 The NGO Personnel

5.1 The NGO shall be fully responsible and liable for all persons engaged by it in connection with the Activities, including employees, consultants, agents, accountants, advisers, and contractors (hereinafter the "NGO Personnel"). The NGO shall ensure that the NGO Personnel meet the highest standards of professional qualifications and competence necessary for the implementation of the Activities and achievement of the Deliverables under this Agreement, are free from any conflicts of interest related to the Activities, respect the local laws and customs, and conform to the highest standards of moral and ethical conduct.

5.2 The NGO Personnel shall not be considered in any respect as being the officials, personnel, employees, staff or agents of UNDP or the United Nations.

5.3 The NGO agrees and shall ensure that the NGO Personnel performing the Activities under this Agreement:

- a) Shall not seek nor accept instructions regarding the Project from any Government or other authority external to the NGO or UNDP;

- b) Shall refrain from any conduct that would adversely reflect on UNDP or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNDP or the United Nations; and
- c) Shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article 13.0 below.

5.4 The NGO's decisions related to the NGO Personnel, including employment or dismissal, shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, sexual orientation, handicapped status, or other similar factors.

6.0 Assignment

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

7.0 Procurement

7.1 Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the NGO in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise consulted with and agreed in writing by UNDP.

8.0 Contracting

8.1 In the event the NGO requires the services of contractors (including sub-recipients, sub-grantees), the NGO shall include these in the project workplan and will remain responsible for their acts and omissions in relation to the Activities as if they were the acts and omissions of the NGO. The terms of any contract with any such contractor shall be reflected in the project workplan and be subject to and conform to the provisions of this Agreement.

9.0. Equipment

9.1 Unless otherwise agreed in writing between the Parties, any non-consumable supplies, equipment, vehicles and materials financed by UNDP or furnished by UNDP to the NGO under this Agreement (hereinafter the "Equipment") shall remain the property of UNDP.

9.2 The NGO 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 contained in the Work Plan.

9.3 UNDP shall provide reasonable assistance to the NGO in connection with clearing the Equipment through customs at ports of entry into the country where the Activities are to be implemented.

9.4 In the event of damage, theft, loss or other forfeiture of the Equipment, the NGO 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 UNDP may request compensation for the damaged, stolen, lost or otherwise forfeited Equipment, or the Equipment determined by UNDP to be degraded beyond normal wear and tear. If the NGO fails to compensate UNDP within thirty (30) days of UNDP's request, UNDP may deduct the amount thereof from any payments due to the NGO under this Agreement.

10.0 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, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the NGO 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 NGO acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

10.2 The NGO shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. UNDP shall cooperate as appropriate and necessary.

11.0 Reporting

11.1 The NGO shall report to UNDP on the implementation of the Activities and achievement of the Deliverables under this Agreement. Each report must be written in the English language (and/or the working language of UNDP/programme country as agreed with UNDP).

11.2 The NGO shall provide UNDP with narrative reports on the progress, activities, achievements and results of the Project, as agreed between the Parties and in line with the provisions of the Operational Manual and must, *inter alia*, contain information on:

- a) Activities carried out under the Agreement during the reported period;
- b) Progress towards achieving the Deliverables during the reported period;
- c) Corresponding indicators, baselines, sources of data, and data collection methods; and
- d) Any new issues, risks, challenges and opportunities that should be considered in implementing the Activities.

11.3. The NGO shall prepare a financial report in line with HACT Framework as implemented by UNDP.

11.4 The NGO shall provide such additional reports related to the Activities as may be reasonably required by UNDP under its regulations, rules, policies and procedures.

12.0 Maintenance of Records

12.1 The NGO shall keep accurate and up-to-date records and documents, including original invoices, bills, and receipts pertinent to each transaction related to the Activities under this Agreement.

12.2 The NGO shall promptly disclose to UNDP any income, including interest, arising from the Activities. Such income shall be reflected in a revised Work Plan and recorded as accrued income to UNDP, unless otherwise agreed by the Parties.

12.3 Upon completion of the Activities, or the termination of this Agreement, the NGO shall maintain the records for a period of at least five (5) years, unless otherwise agreed by the Parties.

13.0 Confidentiality

13.1 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties.

13.2 The NGO may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the NGO 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.

13.3 UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

13.4 These obligations shall not lapse upon completion of the Activities or termination of this Agreement, whichever is earlier.

14.0 Insurance and Liabilities to Third Parties

14.1 The NGO 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.

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

14.3 The NGO 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 NGO or the NGO Personnel, or furnished or financed by UNDP pursuant to Article 9.0 above.

15.0 Indemnity

15.1 The NGO shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the NGO, including the NGO Personnel, under this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, damage to property or other hazards that may be suffered by the NGO Personnel as a result of their services pertaining to the Activities, products liability and liability arising out of

the use of patented inventions or devices, copyrighted material or other intellectual property by the NGO or the NGO Personnel.

16.0 Tax Exemptions

16.1 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 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 NGO shall immediately consult with UNDP to determine a mutually acceptable solution.

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

17.0 Security and Anti-Terrorism

17.1 The responsibility for the safety and security of the NGO and the NGO Personnel and property, as well as of the Equipment and other UNDP property in the NGO's custody, shall rest with the NGO.

17.2 UNDP reserves the right to verify whether the necessary security arrangements are in place, and to suggest modifications thereto when necessary.

17.3 The NGO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the 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 <http://www.un.org/sc/committees/1267/1267.htm>. This provision must be included in all contracts entered into under this Agreement.

18.0 Audit and Investigations

18.1 In order to determine whether funds transferred to a NGO have been and are being used for their intended purpose and in accordance with the project documents, including the work plan, UNDP as a MA will regularly perform spot checks (financial monitoring) and scheduled audits, as part of risk-based assurance activities under [HACT Framework](#).

18.2 All payments made by UNDP under this Agreement 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 at any time during the term of this Agreement and for a period of five (5) years following the completion of the Activities or the termination of this Agreement.

18.3 The NGO acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of this Agreement or the selection of the NGO as a responsible party, the obligations performed under this Agreement, and the operations of the NGO generally relating to the performance of this Agreement. The right of UNDP to conduct an investigation and the NGO's obligation to comply

with such an investigation shall not lapse upon completion of the Activities or the termination of this Agreement, whichever is earlier.

18.4 The NGO shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the NGO's obligation to make available the NGO Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNDP access to the NGO's premises at reasonable times and on reasonable conditions. The NGO shall cause the NGO Personnel to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

18.5 UNDP shall be entitled to a refund from the NGO for any amounts shown by audits and investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

19.0 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 termination of this Agreement by UNDP pursuant to Article 29.0, or termination of this Agreement by the NGO with at least seven (7) days written notice of such termination.

19.2 In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 29.0 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), invasion, revolution, insurrection, terrorism, 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 Party invoking *force majeure*. The NGO acknowledges and agrees that, with respect to any obligations under this Agreement that the NGO 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.

20.0 Use of the Name, Emblem and Official Seal of UNDP

20.1 The NGO shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving 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 deems these appropriate or useful.

21.0 Privileges and Immunities

21.1 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 and UNDP.

22.0 Officials Not to Benefit

22.1 The NGO represents and 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.

23.0 Observance of the Law

23.1 The NGO shall comply with all laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.

24.0 Child Labor

24.1 The NGO represents and warrants that neither it, its parent entities (if any), any of the NGO's subsidiary or affiliated entities (if any) nor the NGO Personnel are 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.

25.0 Mines

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

26.0 Sexual Exploitation

26.1 In the performance of this Agreement, the NGO 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 NGO shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

26.2 The NGO shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the NGO Personnel. 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 NGO shall refrain from, and shall take all reasonable and appropriate measures to prohibit the NGO Personnel or any 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 in any sexual activities that are exploitive or degrading to any person. The NGO acknowledges and agrees that the provisions of this Article 26.0 constitute an essential term of the Agreement and that any breach of these provisions shall entitle UNDP to terminate the Agreement immediately upon notice to the NGO, without any liability for termination charges or any other liability of any kind.

26.3 UNDP shall not apply the foregoing standard relating to age in any case in which the NGO Personnel 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 NGO Personnel.

27.0 Conflicts of Interest; Anti-Corruption

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

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

- a) 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 his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- c) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
- e) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the CSP, designed to establish bid prices at artificial, non-competitive levels; or
- f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

27.3 If the NGO has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 27 undertaken by anyone affiliated with the NGO, the NGO shall immediately disclose the existence of such practices to UNDP.

27.4 The NGO acknowledges and agrees that each of the provisions in Articles 22 to 27 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 NGO, 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.

28.0 Dispute Settlement

28.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement, or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the 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.

28.2 If such dispute, controversy or claim between the Parties is not settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, it 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, 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") 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.

29.0 Termination of this Agreement

29.1 The Parties recognize that successful implementation and completion of the Activities and achievement of the Deliverables are of paramount importance, and that UNDP may find it necessary to terminate or to modify the Activities, should circumstances arise that jeopardize successful completion of the Project. The provisions of the present Article shall apply to any such situation.

29.2 UNDP shall consult with the NGO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities, or achievement of the Deliverables. For its part, the NGO 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 NGO, 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.

29.3 UNDP may, at any time after occurrence of the circumstances in question, and after appropriate consultations with the NGO, suspend or terminate this Agreement by written notice to the NGO, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph.

29.4 Upon receipt of a notice of termination by UNDP under the present Article, the NGO shall take immediate steps to terminate the Activities under this Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The NGO 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 3.0, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 9.0.

29.5 In the event of termination by UNDP under this Article 29.0, UNDP shall only reimburse the NGO the costs incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement. Such reimbursement, when added to the amounts previously made available to the NGO by UNDP in accordance with Article 3.0 above, shall not exceed the maximum amount of funds

referred to in paragraph 3.1 of that Article. Any reimbursement not requested within six months after termination of the Agreement will not be considered by UNDP.

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

29.7 Notwithstanding anything in this Agreement to the contrary, UNDP may terminate this Agreement at any time without having to provide any justification therefore upon thirty (30) days' advance written notice to the NGO.

30.0 Notices

30.1 Any notice, request, document, report, or other communication submitted by either the NGO or UNDP shall be in writing and sent to the other party at the address information set forth in block 9 or block 10 of the Face Sheet, as appropriate.

31.0 Survival

31.1 The provisions of Article 4.0 (Refund), Article 5.0 (The NGO Personnel), Article 7.0 (Procurement), Article 9.0 (Equipment), Article 10.0 (Copyrights, Patents, and Other Proprietary Rights), Article 11.0 (Reporting), Article 12.0 (Maintenance of Records), Article 13.0 (Confidentiality), Article 15.0 (Indemnity), Article 18.0 (Audit and Investigations), Article 21.0 (Privileges and Immunities), and Article 28.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project term or the termination of this Agreement.

32.0 Other NGO Representations and Warranties

32.1 The NGO represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the NGO and is enforceable against it in accordance with its terms.

33.0 Entry into Force, Duration, Extension and Modification of this Agreement

33.1 This Agreement shall enter into force on the date of its signature by both the NGO and UNDP, acting through their duly Authorized Representatives identified in blocks 11 and 12 of the Face Sheet, and terminate on the Implementation Period end date indicated in block 6 of the Face Sheet.

33.2 Should it become evident to the NGO during the implementation of the Activities that an extension beyond the Implementation Period end date set forth in block 6 of the Face Sheet will be necessary to achieve the Deliverables, the NGO will provide UNDP with a copy of the HC's approval of the NGO's request for a no-cost extension two weeks before the Implementation Period end date. The approval of any extensions beyond the Implementation Period end date are contingent on the foregoing.

33.3 This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

33.4 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 the Agreement.