

## Using the Template

This template form of agreement should only be used when the UN selects and engages a not-for-profit organization (NGO) such as a national or international NGO, or any other civil society organization as an implementing partner which undertakes substantive UN project activities.

The agreement template is structured to accommodate common variations among individual implementing partner agreements. As such, each new agreement requires careful attention to the [highlighted] portions and [drafting notes] in the template, to accurately reflect the agreed terms, prior to execution by the parties.

If there are terms and conditions not covered by the standard template that the parties would like to add, additional terms and conditions may be added, provided UN managers ensure that they do not contradict the template's provisions and comply with UN's legal and regulatory framework, including the Charter of the United Nations and the United Nations Financial Regulations and Rules. Any substantive changes to the legal and financial provisions must be cleared with the relevant Offices.

The highlighted sections typically refer to individual words, phrases or data points that require a selection to be made or confirmed. Guidance notes in the form of comments are provided where applicable.

Drafting notes provide more detailed instructions for adjustments to portions of the agreement.

Once the agreement is finalized, please remove this instruction page and any remaining yellow highlights, square brackets, and delete all drafting notes. The document can then be printed for signature, with comments omitted by deselecting "Print Markup" in MS Word print settings. The agreement consists of the standard terms and conditions, mandatory annexes such as project document, project budget and payment schedule and other annexes. All relevant annexes should be printed and incorporated with the agreement document, which all together comprise the legally binding agreement.

Note that the agreement and mandatory annexes can also be generated in PDF form via the 'proforma' feature of the Umoja Implementing Partners (IP/Grantor) module. See [Drafting and Negotiating Grantor Agreements](#) in iLearn for details. Comments in the agreement template below also specify which fields from the IP module are used for the generated PDF (look for *IP: <field name...>* in comments below)

UNITED NATIONS



NATIONS UNIES

Insert relevant text into  
[bracketed items] and  
delete all [drafting notes]  
in final execution version

AGREEMENT  
BETWEEN  
THE UNITED NATIONS  
AND

[FULL LEGAL NAME OF IMPLEMENTING PARTNER]

FOR THE IMPLEMENTATION OF A UN PROJECT

**THIS AGREEMENT** is made:

Between The **UNITED NATIONS**, having its Headquarters in New York, U.S.A represented by the United Nations Democracy Fund, which has its main place of operations in New York, the United States of America, (the “United Nations” or the “UN”),

And The [Full Legal Name of Implementing Partner], [Insert type of entity], constituted under the laws of [Insert state and country of incorporation, as necessary] with its main place of operations in [Insert city, Insert country], (“Implementing Partner”),

concerning the implementation of a UN project.

The United Nations and the Implementing Partner are collectively referred to herein as the “Parties,” and each individually as a “Party.”

**WITNESSETH**

**WHEREAS**, the UN is accountable for the proper management of its funds and may, in accordance with the UN Financial Regulations and Rules and policies as stipulated by the General Assembly and the Secretary-General, make available such resources for implementing mandated programmatic activities;

**WHEREAS**, the Implementing Partner represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide their expertise to assist the UN, in accordance with UN requirements, with respect to the Project, as defined in Article 2.1 below, in accordance with the terms and conditions set forth in this Agreement;

[DRAFTING NOTE: remove the final WHEREAS if unused]

[WHEREAS, [Insert any other relevant background information to include necessary context]; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

**Article 1. Agreement Documents**

1.1 This document, together with the Annexes attached hereto and referred to below, all of which are

incorporated herein and made part hereof, constitute the entire agreement between the UN and the Implementing Partner for the Project, as defined below (the “Agreement”):

Annex A:	Project Document
Annex B:	Project Budget
Annex C:	Payment Schedule

1.2 The documents comprising this Agreement are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

- 1.2.1 First, this document
- 1.2.2 Second, Annex A
- 1.2.3 Third, Annex B
- 1.2.4 Fourth, Annex C

1.3 This Agreement embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

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

## **Article 2. Objective and Scope: Representations and Warranties**

2.1 The Parties have entered into this Agreement for the Implementing Partner to undertake the activities outlined in the Project Document (the “Project Activities” or “Activities”), in support of the Project, entitled [Insert Project title and ID](hereinafter the “Project”).

2.2 The Implementing Partner represents and warrants that:

- 2.2.1 it is duly organized as a non-governmental, non-profit, non-political organization in the country of its registration, validly existing and in good standing;
- 2.2.2 it has the authority to execute the Agreement;
- 2.2.3 the execution and performance of this Agreement will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, and the Implementing Partner’s constituent agreements or instruments;
- 2.2.4 all of the information it has provided to the UN concerning its capacity to undertake the Activities pursuant to this Agreement is true, correct, accurate and not misleading;
- 2.2.5 [Insert any other relevant representations and warranties regarding the Implementing Partner].

## **Article 3. Duration; Project Implementation Period**

3.1 The Agreement shall take effect on the date both Parties have signed this Agreement, or if the Parties have signed it on different dates, the date of last signature (“Effective Date”).

3.2 The Parties acknowledge and agree that the Implementing Partner shall undertake the Activities from [Insert date] to [Insert date] unless earlier terminated in accordance with Articles 18, 20 or 24.5 hereto, or extended in accordance with Article 22 hereto (“Implementation Period”).

#### **Article 4. Activities; Party Focal Points**

4.1 The Implementing Partner shall perform the Activities outlined in the Project Document (Annex A), and the Project Budget (Annex B), in accordance with the terms and conditions of this Agreement.

4.2 The Parties shall keep each other informed of all issues relating to the Project and shall consult regularly on those that may affect the achievement of the objectives of the Project, as outlined in the Project Document, with a view to resolving these issues as expeditiously and in a cost-effective manner as possible. Such communication shall be conducted primarily through the below appointed focal points of each Party:

For the UN:

[Insert name of UN focal point], [Insert title of UN focal point]  
[Insert contact details of UN focal point]

For the Implementing Partner:

[Insert name of IP focal point], [Insert title of IP focal point]  
[Insert contact details of IP focal point]

#### **Article 5. Personnel; Contractors**

5.1 The Implementing Partner shall be solely and exclusively responsible and accountable for all Activities undertaken by its personnel, employees, officials, agents, representatives and contractors (or any of those contractors' personnel, employees, officials, agents, and representatives) (hereinafter referred to as "Personnel"), and for their compliance with the terms and conditions of this Agreement.

5.2 The Implementing Partner and its Personnel shall undertake the Activities under this Agreement with the necessary care and diligence, and in accordance with the highest professional standards accorded to professionals providing similar services in a similar industry. The Implementing Partner shall be aware of and shall comply with all applicable international standards and national labor laws, ordinances, rules and regulations pertaining to the employment of national and international staff in connection with the Activities in country or territory where the Activities will be performed and where the Implementing Partner is incorporated, if applicable, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. The Implementing Partner shall ensure that all Personnel are free from any conflicts of interest in relation to the Project Activities.

5.3 The Parties acknowledge and agree that Personnel of Implementing Partner are not employees, staff members, officials or personnel of the UN and they do not hold any privileges and immunities, which are afforded to UN staff members and officials pursuant to the Convention on the Privileges and Immunities of the UN, or otherwise.

5.4 The Implementing Partner shall be fully responsible and liable for, and the UN shall not be liable for (i) any action, omission, negligence or misconduct of the Implementing Partner or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Agreement, or (iii) any costs, expenses or claims associated with any illness, injury, death or disability of the Personnel. The Parties agree that the obligations under this Article do not lapse upon expiration or termination of this Agreement.

5.5 In the event that the Implementing Partner requires the services of contractors, other entities or individuals, to undertake any Activities under the Agreement, the Implementing Partner shall obtain the prior written approval of the United Nations. The United Nations shall be entitled, in its sole discretion, to review the qualifications of any contractors, other entities and individuals, and to reject any proposed contractor, entity or individual that the United Nations reasonably considers is not qualified to undertake any Activities under the Agreement. The United

Nations shall have the right to require any removal of a contractor, entity or individual from United Nations premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Implementing Partner to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Agreement, and the Implementing Partner shall be solely responsible for all Activities and obligations performed by its contractors, entities or individuals engaged by the Implementing Partner. The Parties agree that the terms of any agreement with such contractors, entities or individuals 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.

## **Article 6. Confidential Nature of Documents and Information**

6.1 Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) 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 in accordance with this Article.

6.2 The Recipient shall:

- 6.2.1 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
- 6.2.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

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

- 6.3.1 any other party with the Discloser’s prior written consent; and
- 6.3.2 the Recipient’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

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

6.5 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder, or, otherwise, the regulations, rules, procedures and policies of the UN.

6.6 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

6.7 The Parties acknowledge and agree that the above obligations and restrictions of confidentiality shall be effective during the Implementation Period, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any suspension of the Project or termination of the Agreement.

6.8 The Implementing Partner may not communicate at any time to any other person, Government or authority external to the UN, any information known to it by reason of its association with the UN which has not been made

public except with the written authorization of the UN. The Implementing Partner acknowledges and agrees that such information shall not be used for individual advantage or profit.

## **Article 7. Supplies, Equipment and Materials**

### **UN-Owned Supplies**

7.1 The Parties have agreed that the supplies, equipment and materials purchased with the Funds received from the UN hereunder (“Supplies”) will be owned by the United Nations, unless agreed otherwise in writing.

7.2 The Parties agree that if the UN shall have ownership of the Supplies and the Implementing Partner is entitled to use the Supplies to implement its Activities in support of the Project, the Implementing Partner shall be responsible for the proper use, custody, maintenance and care of the Supplies and shall only use the Supplies as part of its Activities in support of the Project. The Parties agree that the Supplies shall be clearly marked as property of the UN and may have the UN emblem, flag or markings on them, but not the logo or emblem of an entity external to the UN, including the logo or emblem of the Implementing Partner, and that the UN shall not be responsible for any damage, loss, repair or obtaining insurance of the Supplies while the Supplies are in the Implementing Partner’s control and custody. The Implementing Partner shall obtain relevant insurance to compensate for any damage or loss of the Supplies, while such are in the Implementing Partner’s control and custody, with such costs of insurance being included in the Project Budget. In case of damage, theft or loss of the Supplies, the Implementing Partner shall provide the UN with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the Supplies. After becoming aware of damage, theft or loss of Supplies, the Implementing Partner shall use its best efforts to seek recovery under the applicable insurance. The Implementing Partner shall provide the Supplies upon expiration or termination of this Agreement, to the UN. Such Supplies, when returned to the United Nations, shall be in the same condition as when obtained by the Implementing Partner, subject to normal wear and tear, and the Implementing Partner shall be liable to compensate the United Nations for the actual costs of any loss of, damage to, or degradation of the Supplies that is beyond normal wear and tear.

7.3 The Parties agree that the above Article 7.2 shall also apply to non-expendable equipment furnished by the UN. The Parties acknowledge and agree that non-expendable equipment is defined as an item, which has a purchase price of US\$1,500 or more, or the equivalent in local currency at the United Nations official rate of exchange on the date of purchase, and with an anticipated serviceable life of at least six (6) years.

7.4 The Implementing Partner shall maintain complete and accurate records of Supplies purchased with Funds provided by the UN hereunder. The Implementing Partners agrees to make available to the UN periodic physical inventories of the Supplies, if requested by the UN. The Implementing Partner shall provide the UN with an updated inventory of Supplies, at any time upon request.

### **Implementing Partner-owned Supplies**

7.5 The Parties agree that in the event that the Implementing Partner shall have ownership of the Supplies, the Implementing Partner shall also be responsible for the proper use, custody, maintenance and care of the Supplies and shall only use the Supplies as part of its Activities in support of the Project. The Parties agree that the Supplies shall have no UN emblem, flag or markings and that the UN shall not be responsible for any damage, loss, repair or insurance of the Supplies. The Implementing Partner shall be entitled to retain the Supplies upon expiration or termination of this Agreement.

## **Article 8. Procurement by Implementing Partner**

8.1 The Implementing Partner shall ensure that when selecting contractors and suppliers to be paid with Funds from the UN hereunder, the selection of such contractors or suppliers is undertaken with the highest transparency

and provides for best value for money with respect to the goods and/or services to be provided by the respective contractor and/or supplier. The Implementing Partner shall disclose its procurement and purchasing practices, policies and procedures upon the UN's written request.

**Article 9. Intellectual Property; Data Protection;  
Use of UN Name and Emblem; Press Releases and Publications**

**Intellectual Property**

9.1 Unless otherwise agreed upon in writing by the Parties, the Parties agree that all intellectual property and other proprietary rights in works, documents and materials to be created by the Implementing Partner during the Project ("Partner Created Materials"), shall be owned by the Implementing Partner, including, without any limitation, rights to use, reproduce, adapt, publish, distribute and license any item or part thereof. At the request of the Implementing Partner, the UN shall generally assist in securing such proprietary rights and transferring them to the Implementing Partner.

9.2 The Implementing Partner hereby grants, and the UN hereby accepts a perpetual, worldwide, non-exclusive, royalty-free, irrevocable, assignable, transferable license to use the Partner Created Materials for the UN's official purposes, including, without any limitation, rights to use, reproduce, adapt, publish, distribute and license any item or part thereof.

9.3 Subject to the below, the Parties acknowledge that the UN holds any intellectual property or other proprietary rights (i) that pre-existed the performance by the Implementing Partner of its obligations under this Agreement, and (ii) that the UN may have developed or acquired, independently of the performance of its obligations under this Agreement. [The UN hereby grants, and the Implementing Partner hereby accepts a perpetual, worldwide, non-exclusive, royalty-free, irrevocable, assignable, transferable license in the intellectual property or other proprietary rights of the following, which are held by the United Nations and for which the Implementing Partner requires a license to perfect its rights in the Partner Created Materials.]

**Data Protection**

9.4 The Implementing Partner shall take all appropriate measures to safeguard Personal and other Sensitive Data, defined as any information relating to an identified or identifiable natural person, or any information the disclosure of which could harm such identified or identifiable natural person, which the Implementing Partner obtains in connection with, or related to, the Agreement. Without prejudice to the generality of the foregoing, the Implementing Partner shall, and cause its Personnel, at a minimum: (i) to process Personal and other Sensitive Data solely and exclusively for the performance of the Agreement; (ii) to implement appropriate technical and organizational measures, including appropriate access control, and data security measures; (iii) to process Personal and other Sensitive Data in a manner that is adequate, relevant and limited to what is necessary for the performance of the Agreement; (iv) transfer Personal or other Sensitive Data to third parties only with the prior written consent of the United Nations, and on terms and conditions equivalent to those set forth in this Article; (v) immediately notify the United Nations upon becoming aware of any unauthorized disclosure, access or other data breach and take any immediate action to limit such disclosure, access or other data breach; (vi) as instructed by the United Nations, return, delete or destroy Personal and other Sensitive Data; and (vii) inform the United Nations of, and address any requests or complaints by data subjects of Personal and other Sensitive Data.

**Use of the UN Name and Emblem**

9.5 Except as set forth in Article 7.2, the Implementing Partner shall not use the name and emblem of the UN without the prior written consent of the UN in each case.

**Press Releases**

9.6 The Implementing Partner shall obtain the UN's written approval prior to issuing any press releases or making any public statements concerning the Project.

#### Publications

9.7 All decisions regarding publications with regard to products or documents and other materials which bear a direct relation to, or are produced, prepared, collected in consequence of or in the course of the execution of the present Agreement shall be made by the United Nations in accordance with its policies on information management.

### **Article 10. Financial and Operational Obligations**

10.1 The Parties agree that the total budget for the proposed Activities by Implementing Partner, as outlined in the Project Document (Annex A), during the Implementation Period is [Insert amount in words and numbers in US dollars], as further detailed in the Project Budget (Annex B). The UN shall not be liable for the payment of any expenses, fees, tolls or any other financial costs not included in the Project Budget unless the UN has explicitly agreed in writing with the Implementing Partner to do so prior to the expenditure being incurred by the Implementing Partner.

10.2 In support of the proposed activities by the Implementing Partner, the UN shall provide a payment of [Insert amount in words and numbers in US dollars] ("Funds") to the Implementing Partner in [Insert number of instalments in words and numbers] instalment(s) in accordance with the Payment Schedule (Annex C). The Parties acknowledge and agree that the Payment Schedule has the Implementing Partner receiving subsequent instalments of the Funds, provided that the Implementing Partner has provided the UN, to the UN's reasonable satisfaction, with both an interim financial statement and narrative progress report outlining how the prior instalment has been spent or committed by the Implementing Partner. The Parties acknowledge and agree that the Implementing Partner may request a subsequent instalment provided that seventy percent (70%) of the previous instalment has been spent or committed by the Implementing Partner. This subsequent instalment will be released subject to Implementing Partner meeting all required criteria for release of subsequent instalment.

10.3 The UN shall pay the Funds into the following bank account of the Implementing Partner:

Banking Institution:	[Insert]
Account Name:	[Insert]
Account Number:	[Insert]
SWIFT:	[Insert]
IBAN Code:	[Insert]
Address Bank:	[Insert]

10.4 The Implementing Partner shall be authorized to make variations not exceeding thirty percent (30%) of any budget category of the Project Budget, provided that these variations do not exceed the Project Budget. Any variations exceeding thirty percent (30%) of any budget category in the Project Budget that may be necessary for the proper and successful implementation of Activities under this Agreement shall be subject to prior consultations with and approval in writing by the UN through a written amendment of this Agreement signed by both Parties. The UN shall not be liable for any expenditure incurred in excess of the Funds, as specified in the Agreement. The Parties agree that any variation concerning Personnel costs specified in the Project Budget shall be subject to prior consultation and agreement with the UN.

10.5 Funds of \$1,000 or more that are unspent or uncommitted, including gains due to currency exchanges and any interest accrued on any undisbursed balance of the Funds held in the bank account specified in Article 10.3 above, shall be returned to the UN within sixty (60) days of the end of the Implementation Period or upon termination of the Agreement.



10.6 In the event that the Implementing Partner receives additional funding from any source other than the UN for the same Project, the Implementing Partner shall immediately advise the UN of the following: source of funding; amount of funding; activities covered by the additional funding or intended application of the additional funds; and period that the additional funding is intended to cover (i.e., start and end dates of the funding, if applicable). The Parties agree that the UN reserves the right to adjust its contribution to the Project accordingly.

10.7 The Parties agree that the UN shall provide the Funds to the Implementing Partner in United States Dollars (US\$). The Implementing Partner acknowledges and agrees that the United Nations is not responsible or liable to the Implementing Partner for any losses incurred by the Implementing Partner should the Implementing Partner exchange the currency of the Funds received from the United Nations into another currency besides United States Dollars. The Implementing Partner acknowledges and agrees that the UN shall apply the UN operational rate of exchange on the date of receipt of any funds from the Implementing Partner, should the Implementing Partner be providing any funds to the UN, for any reason, including the return of funds under Articles 10.5 and 10.6 hereof.

10.8 In the event that the Implementing Partner's bank account for receipt of the Funds is in a currency other than United States Dollars, the Parties agree that when the UN transfers instalments to such bank account, the official rate of exchange applied by the Implementing Partner's bank shall be used. The Implementing Partner shall use the UN operational rate of exchange established by the UN Treasury to exchange income, refunds or expenditure incurred in currencies other than United States Dollars.

#### **Article 11. Reporting Requirements**

11.1 The Parties acknowledge and agree that in addition to the reports which the Implementing Partner is required to submit in order to receive subsequent instalments of the Funds from the UN, the Implementing Partner shall submit to the UN both narrative and financial progress reports every eight (8) months or after each milestone, whichever comes first, or the timeline under Article 11.5, after the Effective Date of this Agreement. The Implementing Partner shall ensure that these progress reports outline the progress of Activities against the Project Budget and Project Document in the last eight (8) months or milestone, or the timeline as per Article 11.5, the outputs delivered and results/impacts achieved in the last eight (8) months or milestone against the Project Document and an outline of any issues and obstacles faced which has hindered progress against the Project Document, Project Budget and/or Project Implementation Plan.

11.2 During the Implementation Period, the Implementing Partner shall submit to the UN no later than 31 January of each calendar year, an interim financial statement reflecting income, refunds and expenditure of the prior calendar year up to 31 December.

11.3 Within three (3) months following the end of the Implementation Period, the Implementing Partner shall provide the UN with (i) a final financial statement, in a format approved by the UN, listing amounts received and expended from the Funds, and (ii) a list of Supplies.

11.4 The Implementing Partner shall ensure that all financial statements and reports provided hereunder shall be in the currency of the Agreement.

#### **11.5 Report Schedule**

<b>Report</b>	<b>Due Date</b>	<b>Comments</b>

## **Article 12. Maintenance of Records**

12.1 The Implementing Partner shall keep accurate and up-to-date records and documents in respect of all income, refunds and expenditures incurred with the Funds to ensure that all income, refunds and expenditures are in accordance with the provisions of the Agreement and its Annexes. The Implementing Partner shall maintain proper supporting documentation, including original invoices, bills, and receipts relating to relevant transactions and all documents relating to the selection of contractors and/or suppliers.

12.2 The Implementing Partner shall maintain the abovementioned records for a period of seven (7) years from the end of the Implementation Period.

## **Article 13. Audit and Investigation Requirements**

13.1 The Implementing Partner acknowledges and agrees that its use of the Funds hereunder may be, if required, subject to audit at least once, and at the latest no more than three (3) years after the end of the Implementation Period. The Implementing Partner may include the potential costs of such an audit in the Project Budget, if they are responsible for this cost. The Implementing Partner shall ensure that the audit is carried out by qualified auditor(s), designated in the Project Document (Annex A to this Agreement) with the UN having input on the selection of these auditor(s), if the UN deems this necessary, with such auditor(s) producing an audit report that shall be shared with the UN.

13.2 The United Nations shall be entitled to a refund from the Implementing Partner for any amounts shown by such audits to have been paid by the United Nations other than in accordance with the terms and conditions of the Agreement.

13.3 The United Nations may conduct investigations relating to any aspect of the Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the Implementing Partner generally relating to performance of the Agreement at any time during the Implementation Period and for a period of three (3) years following the end of the Implementation Period.

13.4 The Implementing Partner shall provide its full and timely cooperation with any inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Implementing Partner's obligation to make available its Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the United Nations access to the Implementing Partner's premises at reasonable times and on reasonable conditions. The Implementing Partner shall require its agents, including, but not limited to, the Implementing Partner's attorneys, accountants or other advisers, to cooperate with any inspections, post-payment audits or investigations carried out by the United Nations hereunder.

## **Article 14. Responsibility for Claims**

14.1 The Implementing Partner shall indemnify, hold and save harmless, and defend at its own expense, the United Nations, including its officials, agents, employees, consultants, contractors, sub-contractors from and against all suits, claims, demands and liability of any kind or nature brought by any third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, or arising from, or relating to any acts or omissions of the Implementing Partner, or its Personnel 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 this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property of the Implementing Partner or its Personnel or anyone directly or indirectly employed by them in the performance of the Agreement. The Parties agree that the obligations under this Article do not lapse at the end of the Implementation Period.

14.2 The Implementing Partner shall be exclusively responsible for, and deal with all claims brought against it by its Personnel, including but without limitation, claims and liability in the nature of worker's compensation.

### **Article 15. Insurance Requirements**

15.1 The Implementing Partner shall provide and thereafter maintain insurance against all risks in respect of its property and any Supplies used to undertake Activities hereunder.

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

15.3 The Implementing Partner acknowledges and agrees that neither the requirement to provide nor to maintain insurance, as set forth in this Agreement, nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Implementing Partner's liability arising under or relating to the Agreement.

### **Article 16. Fraud and Corruption**

16.1 For the purposes of this Agreement, the terms:

- (i) "Fraud" means any act or omission whereby an individual or entity knowingly misrepresents or conceals a material fact:
- (ii) in order to obtain an undue benefit or advantage for himself, herself, itself or a third party; and / or
- (iii) to cause another to act, or to fail to act, to his, her or its detriment; and
- (iv) "Corruption" means any act or omission that misuses official authority or that seeks to influence the misuse of official authority in order to obtain an undue benefit for oneself or a third party.

16.2 The UN has a zero-tolerance policy towards fraud and corruption. The Implementing Partner shall ensure that no act of fraud or corruption is committed by its personnel, contractors, sub-contractors, agents or any other individual or entity acting as a representative of the Implementing Partner in relation to the exercise of activities under this Agreement.

16.3 The UN shall carry out, in accordance with the principle of proportionality and its regulations, rules, policies, procedures, internal controls and, where appropriate, on-the-spot checks on representative and / or risk-based samples of transactions to ensure that the Project is implemented correctly.

16.4 The Implementing Partners shall maintain appropriate standards that govern its operations and conduct of its staff including, but not limited to, its standards of ethical conduct regarding fraud and corruption, conflict of interest and conducting due diligence to their respective third parties.

16.5 The Implementing Partner shall inform the United Nations promptly upon becoming aware of any allegations of fraud or corruption or any other financial irregularities that may have been committed by its personnel, contractors, sub-contractors, agents or any other individual or entity acting as a representative of Implementing Partner in relation to the exercise of activities under this Agreement.

16.6 Upon receipt by the United Nations, pursuant to Article 16.5, of a notification of an allegation of fraud or corruption, the Parties shall promptly consult with each other with respect to further actions to be taken in accordance with the provisions of this Agreement.

16.7 The Implementing Partner shall take prompt and appropriate action to investigate any allegation of fraud or corruption or any other financial irregularities that may have been committed by its personnel, contractors, sub-

contractors, agents or any other individual or entity acting as a representative of Implementing Partner in relation to the exercise of activities under this Agreement and promptly transmit the findings of any such investigation to the United Nations. To the extent that the investigation substantiates any such wrongdoing, the Implementing Partner will give due consideration to timely and appropriate action, including sanctions, and promptly inform the United Nations of any such action.

16.8 Notwithstanding any investigations by the Implementing Partner, the United Nations may conduct investigations relating to any allegations of fraud or corruption or any other financial irregularities, that may have been committed by the Implementing Partner's personnel, contractors, sub-contractors, agents or any other individual or entity acting as a representative of the Implementing Partner in relation to the exercise of activities under this Agreement.

16.9 The Implementing Partner shall promptly and fully reimburse the United Nations for any funds misappropriated or mishandled through an act of fraud or corruption or any other financial irregularities by its personnel, contractors, sub-contractors, agents or any other individual or entity acting as a representative of the Implementing Partner in relation to the exercise of activities under this Agreement.

16.10 The Implementing Partner acknowledges and agrees that failure to take appropriate steps under this Article shall constitute grounds for the suspension or termination of this Agreement pursuant to Article 20 below.

#### **Article 17. Sexual Exploitation and Abuse**

17.1 For the purposes of this Agreement, the terms:

- (i) "Sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- (ii) "Sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (iii) "Sexual harassment" is any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. Sexual harassment may occur in the workplace or in connection with work.

17.2 The United Nations has a zero-tolerance policy for inaction approach towards tackling sexual exploitation and abuse (SEA) and sexual harassment (SH). This means the Implementing Partner shall take all reasonable steps to prevent SEA and SH by its personnel, contractors, sub-contractors, agents or any other individual or entity acting as a representative of the Implementing Partner, and respond appropriately when reports of SEA or SH arise. To this effect, the Implementing Partner shall maintain appropriate standards that govern its operations and implementation of the activities under this arrangement, including standards of ethical conduct regarding SEA and SH.

17.3 The Implementing Partner shall ensure that all necessary measures are in place for the prevention of SEA and SH, including the mandatory reporting of allegations of SEA and SH, are communicated to all Implementing Partner personnel, contractors, sub-contractors, agents or any other individual or entity acting as a representative of Implementing Partner, and for the establishment of appropriate measures for the reporting of allegations of SEA and SH at field level.

17.4 The Implementing Partner shall inform the United Nations promptly upon becoming aware of any allegation that any act of SEA or SH that may have been committed by its personnel, contractors, sub-contractors, agents or any other individual or entity acting as a representative of the Implementing Partner in relation to this Agreement.

17.5 Upon receipt by the UN, pursuant to Article 17.4, of notification that an allegation of SEA or SH has been made, the Parties shall promptly consult with each other with respect to further actions to be taken in accordance with the provisions of this Agreement.

17.6 The Implementing Partner shall take prompt and appropriate action to investigate any allegation that any act of SEA or SH may have been committed by its personnel, contractors, sub-contractors, agents or any other individual or entity acting as a representative of the Implementing Partner in relation to the exercise of activities under this Agreement.

17.7 The UN shall have the right to conduct investigations relating to any allegation that an act of SEA or SH may have been committed by Implementing Partner's personnel, contractors, sub-contractors, agents or any other individual or entity acting as a representative of the Implementing Partner notwithstanding any related investigations undertaken by Implementing Partner or national authorities.

17.8 The Implementing Partner acknowledges and agrees that failure to take appropriate steps under this Article shall constitute grounds for the suspension or termination of this Agreement pursuant to Article 20 below.

### **Article 18. Standards of Labor, Forced Labor And Human Trafficking**

18.1 The Implementing Partner shall comply with all applicable laws concerning terms of employment and conditions of work, and any collective agreements to which it is party.

18.2 The Implementing Partner shall not restrict its personnel from freely organizing or associating, and shall provide for equal opportunity and treatment in respect of employment without discrimination on grounds of race, colour, gender or gender identity, sexual orientation, religion, political opinion, national origin, legal status, economic status, social origin or disability status. The Implementing Partner shall take all appropriate measures to ensure that workplaces are safe and without risk to health, including with respect to chemical, physical and biological substances and agents under the Implementing Partner's control. The Implementing Partner shall promote "fair labour recruitment" in its supply chain, as defined in the ILO General Principles and Operational Guidance for Fair Labour Recruitment.

18.3 The Implementing Partner shall not engage, directly or indirectly, including in its supply chain and operations, in "Forced Labour," *i.e.*, by exacting work or service from any person under the threat of a penalty, indebtedness, or for which the person has not otherwise offered personal services voluntarily.

18.4 The Implementing Partner shall not engage, directly or indirectly, including in its supply chain and operations, in "Trafficking in Persons," *i.e.*, by recruiting, transporting, transferring, harbouring or receiving persons by threat or use of force or other forms of coercion, abduction, fraud, deception, or abuse of power.

18.5 Whenever the Implementing Partner becomes aware that Forced Labour or Trafficking in Persons is or is likely occurring in the Implementing Partner's operations, including in its supply chain, the Implementing Partner shall, as soon as reasonably practicable, notify the United Nations and take all reasonable action to address or remove these occurrences, including where relevant, by addressing any practices of other entities in its supply chain.

18.6 If the Implementing Partner's actions are materially inconsistent with the requirements of this Article 18, the United Nations shall, unless in the reasonable opinion of the United Nations, the inconsistency is incapable of being remedied, notify the Implementing Partner of such inconsistency. The Implementing Partner shall be provided with a period of time agreed by the Parties to provide evidence that it has taken effective steps to remedy such inconsistency. In cases in which the United Nations has determined that the inconsistency cannot be remedied, or in cases in which the Implementing Partner fails to so respond, the United Nations shall have the right to terminate the Agreement or any other contract with the United Nations immediately upon notice to the Implementing Partner, without any liability for termination charges or any other liability of any kind.

## **Article 19. Force Majeure**

19.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Party affected by the force majeure 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 the present Agreement. *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 either Party. The Implementing Partner acknowledges and agrees that, with respect to any obligations under the Agreement that the Implementing Partner must perform in areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *Force Majeure* under the Agreement. The Parties shall consult on the appropriate action to be taken.

## **Article 20. Suspension and Termination**

20.1 The Parties hereto recognize that the successful completion and accomplishment of the purposes of the Project, as outlined in the Project Document, are of paramount importance to the UN, and that the UN may find it necessary to terminate the Agreement, or to modify the arrangements for the management of the Project, should circumstances arise that jeopardize the successful completion or the accomplishment of the purposes of the Project.

20.2 The UN shall consult with the Implementing Partner if any circumstances arise that, in the judgment of the UN, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The Implementing Partner shall promptly inform the UN 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 Implementing Partner, where such circumstances are attributable to it or within its responsibility or control. If applicable, the Parties shall also cooperate in assessing the consequences of possible termination of the Project on the beneficiaries of the Project.

20.3 The UN may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the payment of further instalments hereunder or request the suspension of the Activities hereunder by the Implementing Partner, by written notice to the Implementing Partner, without prejudice to the initiation or continuation of any of the measures envisaged in Article 20.2. The UN may indicate to the Implementing Partner the conditions under which it is prepared to authorize payment of further instalments or the continuation of the Activities hereunder. The Parties shall meet and confer to discuss whether the Implementation Period may be extended due to the above suspension.

20.4 If the cause of suspension is not rectified or eliminated within fourteen (14) days after the UN has given notice of suspension to the Implementing Partner, the UN may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Agreement; or (b) terminate the implementation of the Activities on the Project by the Implementing Partner, and entrust its implementation to another entity. The effective date of termination under the provisions of the present Article 20.4 shall be specified by written notice from the UN. In the event of transfer of the Implementing Partner's responsibilities under the Project to another entity, the Implementing Partner shall cooperate with the UN and the other entity in the orderly transfer of such responsibilities, including return of Supplies and refund of unspent or uncommitted Funds, in accordance with the Agreement.

20.5 Upon receipt of a notice of termination under the present Article, the Implementing Partner shall take immediate steps to terminate the Activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The Implementing Partner shall undertake no further commitments and

shall return, within thirty (30) calendar days, all Supplies and refund unspent or uncommitted Funds to the UN, unless the UN has agreed otherwise in writing.

20.6 In the event of any termination under the present Article, the UN shall reimburse the Implementing Partner only for the costs incurred in accordance with this Agreement and up to the receipt of the termination notice and in conformity with the express terms of the present Agreement. The Parties agree that any reimbursements by the UN to the Implementing Partner under this provision, when added to amounts previously remitted to the Implementing Partner by the UN in respect of the Project, shall not exceed the full amount of the Funds to be provided to the Implementing Partner for the Project.

#### **Article 21. Dispute Settlement**

21.1 The Parties shall use their best efforts to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach, termination or invalidity of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

21.2 Except with respect to any indemnification obligations in Article 14, above, or as are otherwise set forth in the Agreement, any arbitral proceedings in accordance with Article 21.2, above, arising out of the Agreement must be commenced within three (3) years after the cause of action has accrued.

#### **Article 22. Privileges and Immunities**

22.1 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 its subsidiary organs.

#### **Article 23. Amendments**

23.1 The Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

23.2 Should the Implementing Partner require an amendment to the Implementation Period, the Implementing Partner shall submit a request to the UN with a justification, no later than thirty (30) days prior to the respective end date of the Implementation Period. The UN shall reasonably consider the Implementing Partner's request taking into the consideration the relevant circumstances.

#### **Article 24. Essential Terms**

24.1 Essential Terms. The Implementing Partner acknowledges and agrees that each of the provisions in Articles 24.2 to 24.7 hereof constitute essential terms of the Agreement and that any breach of any of these provisions shall entitle the United Nations to terminate the Agreement or any other contract with the United Nations immediately upon notice to the Implementing Partner, without any liability for termination charges or any other liability of any kind.

24.2 Source of Instructions. The Implementing Partner shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its obligations under the Agreement. Should any authority external to the United Nations seek to impose any instructions concerning or restrictions on the Implementing Partner's performance under the Agreement, the Implementing Partner shall promptly notify the United Nations and provide all reasonable assistance required by the United Nations. The Implementing Partner shall not take any action in respect of the performance of its obligations under the Agreement that may adversely affect the interests of the United Nations, and the Implementing Partner shall perform its obligations under the

Agreement with the fullest regard to the interests of the United Nations.

24.3 Observance of the Law. The Implementing Partner shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement.

24.4 Environmental Protection.

24.4.1 The Implementing Partner shall comply with all applicable laws, ordinances, regulations, rules, and standards regarding the protection of the environment which bear upon the performance of its obligations under the Agreement.

24.4.2 The Implementing Partner shall ensure that it has effective policies and practices in place regarding the protection of the environment and which bear upon the performance of its obligations under the Agreement.

24.4.3 The Implementing Partner shall take effective and active measures for the sound management and protection of the environment and environmental resources, including measures against the adverse effects of pollution and waste, chemicals and other materials consistent with applicable laws, ordinances, regulations, rules and standards which bear upon the performance of its obligations under the Agreement.

24.5 Child Labor. The Implementing Partner represents and warrants that neither it, its parent entities (if any), nor any of the Implementing Partner's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 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.

24.6 Mines. The Implementing Partner represents and warrants that neither it, its parent entities (if any), nor any of the Implementing Partner'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.

24.7 Anti-terrorism. The Implementing Partner shall not use the Funds for the purposes of any payment to persons or entities, or for the supply of goods or services, if such payment or supply is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to or for the benefit of a terrorist group or individual or entity appearing on the Consolidated United Nations Security Council Sanctions List established pursuant to resolutions 1267 (1999) and 1269 (1999), or other applicable resolutions.

## **Article 25. Notices under the Agreement**

25.1 Notices. Unless otherwise specifically provided herein, any notice, request or other communication herein required or permitted to be given shall be in writing, in the English language and may be personally served or sent by internationally recognized courier service or email and shall be deemed to have been given when delivered in person or by courier service, or upon receipt of the email, in each case to the appropriate addresses and email address are set forth below (or to such other addresses and email address as a Party may designate by notice to the other parties):

If to the UN:

United Nations

[Insert name of UN Secretariat entity]

[Insert address of UN Secretariat unit]

Attn: [Insert name, Insert title]

If to the Implementing Partner:



[Insert legal name]  
[Insert name of recipient]  
[Insert address of recipient]  
[Insert email address of recipient]

## **Article 26. Miscellaneous Provisions**

26.1 Legal Status of the Parties. Nothing contained in or relating to the Agreement shall be construed as establishing or creating between the Parties the relationship of employer and employee, principal and agent or any form of partnership, joint venture, agency, franchise or sales representative. The officials, representatives, employees, or contractors 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.

26.2 Severability. If any provision of the present Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

26.3 Assignment. The Implementing Partner shall neither assign this Agreement nor any of its rights, interests or obligations under this Agreement without the prior written consent of the UN to any third party.

26.4 No Waiver. 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.

26.5 No Third-party Beneficiaries. This Agreement and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third-party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement on the day below written.

For: The United Nations

For: [Insert full legal name of Implementing Partner]

By: \_\_\_\_\_

By: \_\_\_\_\_

[Insert name]  
[Insert title]  
[Insert department]

[Insert name]  
[Insert title]  
[Insert department]

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

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