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#### **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),

Nations shall have the right to require any removal of a contractor, entity or individual from United Nations premises

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.



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



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

## **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(r00000912 0 6 61/F1 11.04 Tf12 792 reW\*BT/F1 11.04 Tf1 0 0 1 501.82 144.98 Tm0 G[(P)] TJ169.

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-

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

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

## **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







[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, t**