



STANDARD TEMPLATE

**STANDARD FORM OF AGREEMENT
for Use by World Bank Borrowers**

Provision of Technical Assistance by UNDP
under Bank-Financed Projects

v.2
April 12, 2019

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FOREWORD

1. This Technical Assistance Standard Form of Agreement is the result of cooperation between the World Bank (“the Bank”)¹ and the United Nations Development Programme (“UNDP”). It should be used when UNDP is engaged by the Government to provide advisory services or technical assistance services (i.e. an equivalency of consulting services). This template shall not be used for supply of equipment for the Government or carrying out civil works or cash transfer activities.
2. This template was approved by respective signatures of the World Bank Vice-President for Operations Policy and Country Services and UNDP Administrator, on April 12, 2019. It replaces the earlier posted trial version (v.1).
3. The provisions in the General Conditions section of this Agreement related to financial management, audit, and fraud and corruption prevention, derive from the Financial Management Framework Agreement (FMFA) and the Fiduciary Principles Accord between UN Agencies (including UNDP) and the World Bank.
4. The text shown in *italics* is “*Notes to Users*”, which provide guidance to the implementing entity of the Bank’s Borrower and to UNDP task team in preparing a specific Agreement. These *Notes to Users* should be deleted from the final version prior to signing of the Agreement.
5. Those wishing to submit comments or questions on this document, or guidance on the use of this template, shall contact unagencies@worldbank.org.

¹References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

The Agreement form for use by Borrowers starts from the next page.

Public disclosure is authorized after the signing

**AGREEMENT
FOR PROVISION OF TECHNICAL ASSISTANCE
[add the title of the assignment – optional]**

Project Name² _____

Loan/Credit/Grant No. _____

Reference No. [as per the Borrower's Project Procurement Plan]

UNDP Reference No. _____

Project Closing Date³: [date/month/year] _____

Financing Agreement⁴ Closing Date: [date/month/year]

between

THE GOVERNMENT OF [insert the country name]

and the

UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)



[Insert Borrower's logo]

² [Note to Users: "Project Name" refers to the project title as stated in the legal agreement (Financing Agreement) between the World Bank and the Government. It should not be confused with the name of the UN Agency's project or program financed from other sources.]

³ [Note to Users: "Project Closing Date" is stated in the Financing Agreement between the Bank and the Government.]

⁴ [Note to Users: "Financing Agreement" is a legal agreement between the financier (the World Bank) and the Government.]

FORM OF AGREEMENT

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between **THE GOVERNMENT OF** [*name of country*] by and through its [*Ministry/implementing entity*] (the “Government”), and the **UNITED NATIONS DEVELOPMENT PROGRAMME**, a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States under the Charter signed on 26 June 1945, with its headquarters at 1 UN Plaza in New York, New York, 10017, USA (“UNDP” or the “UN Partner”, together with the Government, the “Parties” and each a “Party”).

WHEREAS

- A. UNDP, a subsidiary organ of the United Nations, serves in many respects as the operational arm of the United Nations at the country level and cooperates with the Government and development partners to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law. UNDP and the Government cooperate with respect to the formulation, adoption and implementation of the Government’s development policies, programmes and projects, towards achieving enhanced levels of inclusive and sustainable development of [*name of country*], in accordance with the Standard Basic Assistance Agreement or the basic agreement governing UNDP’s assistance to the country (the “Basic Agreement”).
- B. The Government, working with its development partners, including UNDP and the World Bank (the “Bank”)⁵, has developed and is implementing [*insert Project’s name*] (the “Project”). The Government [*insert what is relevant: “has received” or “will receive”*] funds from the Bank (the “Financing”) towards the cost of the Project pursuant to a legal agreement between the Government and the Bank for the Project (the “Financing Agreement”).
- C. As part of Project implementation, the Government has asked UNDP, and UNDP has agreed, to provide the Technical Assistance as set forth in **Annex I** to this Agreement (“Technical Assistance”).

NOW, THEREFORE, the Parties agree as follows:

1. The Government intends to apply a portion of the proceeds of the Financing up to a total amount of US\$ [*insert amount in words*] (*insert amount in figures*) (the “Total Funding Ceiling”) to eligible payments under this Agreement. The Total Funding Ceiling is the Parties’ best estimate (as of the date of the signing of this Agreement) calculated in **Annex II** on the basis of deliverables and the timeline agreed by the Parties in **Annex I**.
2. This Agreement is signed and executed in the [*insert the applicable language: English/French/Spanish*] language, and all communications, notices, modifications

⁵ References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

and amendments related to this Agreement shall be made in writing and in the same language [*or replace with the applicable language*].

3. This Agreement becomes effective on the date of its last signature (the “Effective Date”).
4. All activities under this Agreement shall be fully completed and all expenses incurred by [*insert date*] (the “Completion Date”)⁶. The Completion Date can’t exceed the Project Closing date. UNDP shall issue the final financial statement not later than three (3) months after the Completion Date.
5. The Government designates [*insert the name and title*] and the UNDP designates [*insert the name and title*] as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as follows:
 - a. Government representative: [*insert phone, e-mail and fax*]
 - b. UNDP representative: [*insert phone, e-mail and fax*]
6. For the Project coordination purposes, the Bank’s staff contact information is as follows:
 - a. Bank Task Team Leader: [*insert the name, phone and e-mail*]
7. This Agreement shall be interpreted in a manner that ensures it is consistent with the provisions of the Basic Agreement and the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations (the “General Convention”).
8. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP under the General Convention, the Basic Agreement, or otherwise.
9. The Government confirms that no official of the UNDP has received or will be offered by the Government any benefit arising from this Agreement. UNDP confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.

⁶ [*Note to UNDP Users: UNDP’s internal “grant expiry date” is set up 3 months prior to the Completion Date to ensure that UNDP has sufficient time for the financial closure.*]

10. The following documents form an integral part of this Agreement:

(a) General Conditions of Agreement

(b) Annexes:

Annex I: Description of Technical Assistance and Work Plan

Annex II: Total Funding Ceiling and Payment Schedule

Annex III: Reporting Requirements

Annex IV: Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

Annex V: UNDP Full Cost Recovery

11. UNDP's payment details are provided in the Payment Schedule in **Annex II**.

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

<p>GOVERNMENT OF [] REPRESENTED BY [<i>name of the signing entity</i>]</p> <p>By: [<i>signature</i>]</p> <p>Name: []</p> <p>Title: []</p> <p>Date: [<i>date/month (in words)/year</i>]</p>	<p>UNDP</p> <p>By: [<i>signature</i>]</p> <p>Name: []</p> <p>Title: []</p> <p>Date: [<i>date/month (in words)/year</i>]</p>
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The text of the clauses in these General Conditions of Agreement shall not be modified.

GENERAL CONDITIONS OF AGREEMENT

DEFINITIONS

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meaning:
 - (a) “Staff” means an individual who holds a letter of appointment with the UN Partner or is on loan to the UN Partner by another UN organization or specialized agency under the terms of the *Inter-organization Agreement Concerning Transfer, Secondment or Loan of Staff among the Organizations Applying the United Nations Common System of Salaries and Allowances*, it being understood that Staff have the status of “officials” under the General Convention;
 - (b) “Consultant” means an individual other than a Staff who has signed an individual service or consultant agreement with the UN Partner, it being understood that Consultants have the status of “experts on mission” under the General Convention;
 - (c) “Contractor” means a legal entity which has concluded a commercial or corporate contract with the UN Partner. When applicable, the term includes “implementing partners” or “partner organizations” as defined and used in the UN Partner’s regulations, rules, policies and procedures;
 - (d) “Day” means business day, unless otherwise stated;
 - (e) “Direct Costs” means the actual cost of the UN Partner that can be directly traced to the activities and deliverables set forth in **Annex I**;
 - (f) “Indirect Costs” means costs incurred by the UN Partner as a function of and in support of the Technical Assistance, which cannot be traced unequivocally to the Technical Assistance; the rate applicable to this Agreement is stated in **Annex V**.
 - (g) “Technical Assistance” means the advisory services and related activities, including training, to be carried out by the UN Partner pursuant to this Agreement and as described in **Annex I**.

SCOPE AND GENERAL OBLIGATIONS OF THE PARTIES

2. The UN Partner agrees to:
 - (a) provide the Technical Assistance within the scope and in accordance with the timetable and such level of input by the team of Staff, Consultants and Contractors (the “Work Plan”) as detailed in **Annex I**; and
 - (b) keep the Government informed on the progress of the activities towards achieving the required deliverables by timely submission of the progress reports in accordance with the reporting requirements and with frequency set out in **Annex III** (the “Progress Reports”).
3. The Government agrees to:
 - (a) make timely and complete payments to the UN Partner of all amounts (either directly or by authorizing the Bank to pay on the Government’s behalf) due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule set out in **Annex II** (the “Payment Schedule”); and
 - (b) provide all required support in connection with the UN Partner’s obligations under this Agreement, including: obtaining or assisting with obtaining all permits, licenses, import approvals, and other official approvals related to any supplies (including as provided under the terms of the Basic Agreement), furnishing powers of attorney or authorizations to the UN Partner and cooperating with the UN Partner in a timely and expeditious manner.
4. The Parties acknowledge the Government’s commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties in **Annex IV**.
5. The Parties acknowledge that the Technical Assistance and/or the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement.

TOTAL FUNDING CEILING AND PAYMENTS

6. Calculations of the Total Funding Ceiling are provided in **Annex II**. The Total Funding Ceiling includes both Direct Costs and Indirect Costs of the UN Partner explained in **Annex V**.
7. Cumulative disbursements under this Agreement shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank in response to the Government’s request. The Government confirms to the UN Partner that the Government’s disbursements under this Agreement are, in all respect, consistent with the terms and conditions of the Financing Agreement, and no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

8. The payments to the UN Partner under this Agreement shall be made in accordance with the Payment Schedule.
9. The Government will make the payments (either directly or by authorizing the Bank to pay on the Government's behalf) to the UN Partner account, by wire transfer against the documents set out in the Payment Schedule. All payments will be made in United States dollars.
10. The UN Partner will receive and administer the funds received under this Agreement in accordance with the UN Partner's regulations, rules, policies and procedures. Any interest derived by the UN Partner from the funds received under this Agreement will be dealt with in accordance with the UN Partner's regulations, rules, policies and procedures.
11. The UN Partner will maintain a separate identifiable fund code (ledger account or "Account") to which all UN Partner's receipts and disbursements for the purposes of this Agreement will be recorded. The ledger account shall be subject exclusively to the UN Partner's internal and external audit in accordance with the UN Partner's financial regulations and rules. The Parties acknowledge that the UN Partner's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in the UN Partner's financial regulations and rules, and that the external auditors of the UN Partner are appointed by and report to the UN Partner's policymaking organ. Throughout the term of this Agreement, the UN Partner will ensure that its audited accounts and the External Auditors' Report are posted on its website within ten (10) days of their becoming public documents by reason of being presented to the UN Partner's policymaking organ.
12. In the event that the final financial statement to be provided under **Annex III** (the "Final Financial Statement") indicates a balance of funds in favor of the Government, the Government will consult with the Bank and provide relevant payment instructions to the UN Partner to process the refund. The UN Partner shall transfer the refund within thirty (30) calendar days of its receipt of the payment instructions.
13. The UN Partner shall not be required to commence or continue the provision of the Technical Assistance until the UN Partner has received the payments due in accordance with the Payment Schedule and it shall not be required to assume any liability in excess of such payments.

STAFF, CONSULTANTS AND CONTRACTORS

14. The UN Partner will put together a team of qualified Staff, Consultants and Contractors as, in the UN Partner's judgment, are required to carry out the Technical Assistance.
15. The Parties acknowledge that at the time of the signing of this Agreement, the UN Partner may not have been able to identify and/or contract Consultants and Contractors. In such case, the UN Partner will promptly provide names and

Curriculum Vitae (CV) to the Government once they are contracted by the UN Partner.

16. The UN Partner shall remain fully responsible for the performance of the Technical Assistance by its assigned team. The hiring and contracting of any Staff, Consultants or Contractors by the UN Partner in connection with this Agreement shall be done according to the UN Partner's established regulations, rules, policies and procedures, and bearing in mind the considerations and requirements of the Bank that are listed below:

(a) Prohibition of Conflicting Activities. The Staff, Consultants or Contractors shall not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with the UN Partner.

(b) Disqualification from Related Contracts. During the term of this Agreement and after its Early Termination or Completion, the Government will disqualify Staff, Consultants and Contractors, and any party affiliated with any of them, from providing (i) goods, works and non-consulting services resulting from, or directly related to consulting services under this Agreement, and (ii) consulting services resulting from or directly related to goods, works or non-consulting services under this Agreement; and shall not engage or hire them for any assignment that, by its nature, may be in conflict with this Agreement.

(c) Hiring Government Institutions or Government Officials. The UN Partner shall not engage or hire any official or civil servant of the Government's country as a Consultant or a Government institution or any Government-owned enterprise as a Contractor under this Agreement, unless it has been established by the Government to the Bank's satisfaction that such hiring or contracting meets the Bank's eligibility requirements under the procurement rules set forth in the Financing Agreement.

17. **Standard of Performance**. The UN Partner will carry out its obligations under this Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.

18. **Removal and/or Replacement of Staff, Consultants, Contractors**. If, for any reason beyond the reasonable control of the UN Partner, it becomes necessary to substitute any member of the team as included in **Annex I**, the UN Partner shall promptly replace such member with another having the required or better qualifications. For substitution of Consultants or Contractors' personnel, where relevant, the UN Partner will submit to the Government a copy of the replacement's CV for information.

19. If the Government becomes aware of information that any of the UN Partner's Staff or Consultants has engaged in a corrupt, fraudulent, collusive or coercive practice or reasonably concludes that the performance of any of the UN Partner's Staff or Consultants is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with the UN Partner specifying the grounds

therefore. If, after receiving the Government's written request, the UN Partner investigates the alleged corrupt, fraudulent, collusive or coercive practice or reviews the alleged unsatisfactory performance and concludes that the corrupt, fraudulent, collusive or coercive practice and/or the dissatisfaction with the performance of the UN Partner's Staff or Consultant justifies his/her replacement, the UN Partner will proceed with a replacement within the timeframe that is in line with the implementation schedule of this Agreement, subject to the UN Partner's regulations, rules, policies and procedures.

INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

20. Each Party shall retain full and sole ownership of its preexisting copyright, patent rights and other proprietary rights. All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by the UN Partner under this Agreement shall belong to the UN Partner. The UN Partner herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sub-license), fully paid-up, non-exclusive license to copy, distribute and use any such copyright, patent rights and other proprietary rights.

MATERIALS AND EQUIPMENT

21. The procurement of any supplies and equipment by the UN Partner that are necessary for the UN Partner's team to provide the Technical Assistance and use of funds provided by the Government under this Agreement will be done according to the UN Partner's established regulations, rules, policies and procedures. The cost of such supplies and equipment shall not exceed twenty five (25) percent of the Total Funding Ceiling. Any increase above twenty five (25) percent shall be subject to prior approval of the Bank, to be obtained by the Government.
22. When relevant, the Parties shall agree on the timing and modality of the ownership and any manufactures' warranties, as applicable, of any equipment at the completion of this Agreement. Any equipment made available to the UN Partner by the Government during this Agreement shall remain the property of the Government.

INSURANCE

23. Throughout the term of this Agreement, the UN Partner will, unless self-insured against the following risks, ensure that insurance is maintained against: third-party liability and third-party motor vehicle liability; workmen's compensation or equivalent; and all-risk insurance against loss of or damage to equipment and materials purchased in whole or in part with funds provided under this Agreement until transferred to the Government.
24. In addition,
 - (a) with regard to Staff, the UN Partner will ensure that Staff is enrolled in an appropriate health insurance plan, whether offered by the UN Partner or otherwise; is covered by compensation in the event of injury, sickness or death

attributable to performance of official duties for the UN Partner; and is covered by insurance against death or disability caused by malicious acts;

- (b) with regard to Consultants, the UN Partner will ensure that the Consultant is enrolled in an appropriate health insurance plan or requires in its contract with the Consultant that the Consultant maintain appropriate health insurance; maintain an insurance arrangement against injury, sickness or death attributable to the performance of official duties for the UN Partner; and maintain an insurance against death or disability caused by malicious acts.

25. The cost of such insurance is deemed included in the Total Funding Ceiling.

REPORTING

26. The UN Partner will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Partner's financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs for corresponding deliverables.

27. The UN Partner will provide written Progress Reports to assist the Government in monitoring implementation progress towards provision of the Technical Assistance, and the remaining balance under the Total Funding Ceiling (a "Progress Report"). Reporting requirements, including frequency, are set out in **Annex III**.

28. Upon reasonable request from the Government and following consultations between the UN Partner and the Government, the UN Partner may furnish supplemental information or documentation, within the limits of the UN Partner's regulations, rules, policies and procedures.

FORCE MAJEURE

29. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radioactivity; and other acts of a similar nature or force.

FRAUD AND CORRUPTION PREVENTION

30. In the event that the Government, the UN Partner or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of the Technical Assistance or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.

31. In such case, this information will be brought promptly to the attention of the appropriate official or officials at the Government, the UN Partner and the Bank.
32. After consultation with the Government and the Bank, the UN Partner will, to the extent the information relates to actions within the authority or accountability of the UN Partner, take timely and appropriate action in accordance with its regulations, rules, policies and procedures, to investigate this information. The Parties agree and acknowledge that the UN Partner shall have no authority to investigate information relating to possible corrupt, fraudulent, coercive or collusive practices by Government officials or by officials or consultants of the Bank.
33. To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of the UN Partner, the UN Partner will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework and established procedures, including its regulations, rules, policies and procedures.
34. To the extent consistent with the UN Partner's accountability and oversight framework, including its regulations, rules, policies and procedures, the UN Partner will keep the Government and the Bank regularly informed by agreed means of actions taken, and the results of the implementation of such actions, including where relevant, details of any recovered amounts. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the budget code (Account), or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to the UN Partner with respect to such amounts.
35. For the purposes of this Agreement, the following definitions shall apply:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
36. In the event that the Government or the Bank reasonably believes that the UN Partner has not complied with the requirements of this section, the Government or the Bank may request direct consultations at a senior level between the Bank, the

Government and the UN Partner in order to obtain assurances, in a manner consistent with the UN Partner’s oversight and accountability framework and respecting appropriate confidentiality, that the UN Partner’s oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Government, the Bank, and the UN Partner, on any further actions to be taken and the timeframe for such actions. The Parties take note of the relevant provisions in the regulations, rules, policies and procedures of the UN Partner.

37. The Parties agree and acknowledge that nothing in this section shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group under the Financing Agreement or otherwise, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; provided however that in this section, “third party” does not include the UN Partner. To the extent consistent with the UN Partner’s oversight framework, including regulations, rules, policies and procedures, and if requested by the Bank, the UN Partner shall cooperate with the Bank or such other entity in the conduct of such investigations.

38. (a) The UN Partner requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract in connection with this Agreement to disclose to the UN Partner whether it is subject to any sanction⁷ or temporary suspension imposed by any organization within the World Bank Group. The UN Partner will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the provision of the Technical Assistance under this Agreement.

(b) If the UN Partner intends to issue a contract in connection with the provision of any of the Technical Assistance activities under this Agreement with a party which has disclosed to the UN Partner that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the UN Partner will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and the UN Partner to discuss the UN Partner’s decision; and (iii) if after such consultation, the UN Partner elects to proceed with the issuance of the contract, the Bank may inform the UN Partner by notice, with a copy to the Government, that the proceeds of the Financing may not be used to fund such contract.

(c) Any funds received by the UN Partner under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under paragraph 38(b)(iii) shall be used to defray the amounts requested by the UN Partner in any subsequent Payment Request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon Completion or Early Termination of this Agreement.

⁷ www.worldbank.org/debar

SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

39. This Agreement shall be governed by general principles of international law, which shall be deemed to include the UNIDROIT *General Principles of International Commercial Contracts* (2010). Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the relevant provisions of the Basic Agreement or, failing such provision, if not settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within (30) thirty days of the request for arbitration either Party has not appointed an arbitrator or if within (15) fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

EARLY TERMINATION

40. This Agreement may be terminated prior to the Completion Date (“Early Termination”) by either Party upon thirty (30) calendar days’ written notice to the other in the following circumstances:

- (a) The UN Partner is unable to perform a material portion of the Agreement for a period of sixty (60) calendar days as the result of force majeure; or if the UN Partner determines that under the prevailing circumstances related to the worsened security situation in the country it can no longer implement the activities under the Agreement;
- (b) The UN Partner does not receive payment of the full amount set forth in the payment request submitted in accordance with **Annex II** and that is not disputed by the Government, within thirty (30) calendar days of the date of such payment request;
- (c) Either Party is in breach of any of its material obligations under this Agreement and has not remedied the same within sixty (60) calendar days (or such longer period as the other Party may have subsequently agreed to in writing) following the receipt of the notice specifying such breach.

41. Upon receipt by one Party of the other Party’s written notice of Early Termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an Early Termination of this Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. In the case of Early Termination, the Parties shall agree on the deadline for the UN Partner to submit the last Progress Report and the Final Financial Statement and to refund any monies received by the UN Partner that have not been spent or committed by the Early Termination or Completion Date.

MISCELLANEOUS

42. **Records keeping.** The UN Partner shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Partner’s documents retention policy.
43. **Relationship between the Parties.** Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Partner. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
44. **Headings.** The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.
45. **Notices.** Notices will be deemed “received” as follows:
- (a) in the case of personal delivery, on delivery as per date of the written acknowledgement;
 - (b) in the case of registered mail, fourteen (14) days after being sent;
 - (c) in the case of facsimiles or other electronic communications, forty-eight (48) hours following confirmed transmission.
46. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.
47. **Modifications.** Modifications to this Agreement may be done for immaterial revisions or clarifications through a written exchange of correspondence between the Parties.
48. **Amendments.** Substantive revisions regarding (a) the key deliverables (outputs) as set forth in **Annex I**, (b) extension of the Completion Date or Early Termination or (c) the Total Funding Ceiling may be done only by a signed written amendment by the Parties. Such amendment will become effective only upon notification by the Government to the UN Partner that the Bank, as the case may be, has approved the amendment.

ANNEX I

DESCRIPTION OF THE TECHNICAL ASSISTANCE AND WORK PLAN

[Note to Users: This Annex shall be based on the proposal, including the detailed costing, prepared by the UNDP for the Government to facilitate the Parties' discussion regarding entering into this Agreement.]

Description of the Technical Assistance shall include the following:

I. Objective and Expected Deliverables of the Technical Assistance

[Insert a short description of the main objective of engaging UNDP under this Agreement, explain how the activities under this Agreement will be linked to or will contribute to the development objectives of the Project implemented by the Government under the Financing Agreement with the Bank.]

II. Agreed Activities and Deliverables

Output 1: *[Insert description]*

Activity 1.1 *[Insert description of main activities (or tasks) to be carried out by the UNDP, i.e., content and duration, phasing and interrelations, milestones, and location of work. Please note that the title of each Activity should correspond to the same in the financing reporting format in Annex III.]*

Activity 1.2

Output 2: *[Insert description]*

Activity 2.1

[Note to Users: Reporting requirements for the activities described in this Annex I shall be included in Annex III.]

III. Work Plan and Timeline

[Note to Users: Shall be consistent with the technical approach and methodology described above]

N°	Activity	Months					Full Completion
		1	2	3	4n	
1	Deliverable 1. Mobilization of the team (Inception Report, if applicable)						
1.1	Activity 1.1 [<i>include and plan for mobilization phase – especially if UNDP needs to select outsourced services or contract Consultants</i>]						
1.2	Activity 1.2						
2	Deliverable 2						
2.1	Activity 2.1						
n	Progress Reports (per Annex III frequency)					Final	
n	Final Financial Statement						Within 3 months after Agreement Completion Date

[Note to UNDP User: UNDP’s internal “grant expiry date” is set up 3 months prior to the Completion Date to ensure that UNDP has sufficient time for the financial closure and issue the final financial statement 3 months thereafter.]

IV. UNDP's Team

(1) Titles, time input and period of engagement:

N°	Name and Functional Title ⁹	Area of Expertise	Activity/ Position Assigned	Time input (in the form of a bar chart by month)						Total Input (in months)		
				1	2	3	4	5	6	Home	Field	total

(2) Brief description of each position listed in the table above:

(3) Short bio of UNDP key personnel listed in Part II table, CVs of Consultants or, as applicable, Contractor's personnel [or key qualification requirements for those who are not yet selected at the time of signature of this Agreement].

⁹ For Staff, Consultants or, as applicable, Contractor's personnel whom UNDP can select only after the Agreement has been signed, position titles, brief summary describing each position and key qualification requirements will be included in this Annex. UNDP will provide the Government with the names of those Staff, Consultants or, as applicable, Contractor's personnel promptly after they are selected/contracted by UNDP.

ANNEX II

TOTAL FUNDING CEILING AND PAYMENT SCHEDULE

I. Total Funding Ceiling (in US\$)

Outputs/Activities	Total for Y1 (US\$)	Total for Y2 (US\$)	Notes
1. Output 1 1.1 Activity... 1.2 Activity... 1.3 Activity...			
2. Output 2 2.1..... 2.2..... 2.3.....			
3. Output 3 3.1.....			
Sub-Total			
Indirect Cost (%)			
Total Funding Ceiling			

Notes:

- (a) All lump sum amounts and totals in this table are based on the detailed estimates, including quantities and units of measurement, that are discussed and agreed with the Government and the Bank prior to the signing of the Agreement.
- (b) Under this Agreement, there can be no transfers to Government organizations.
- (c) Please indicate if any part of this Agreement is delegated to another UN organization, third party or an implementing partner(s): **“Yes/No”** [If Yes, UNDP to provide the details.]

II. Payment Schedule

Note to Users:

1. *For Agreements of short duration (for example, less than 12 months), the payment of the Total Funding Ceiling can be made in one tranche upon signature.*

For Agreements of longer than 12 months duration, normally the following payments schedule is used [for exceptions, please seek advice from unagencies@worldbank.org:]

- *1st payment – [US\$......] [normally up to 20% of the Total Funding Ceiling upon signing, as an advance payment, **if Annex I** (detailed list of activities) **and/or Annex II** (Work Plan with the breakdown of budget by deliverables and activities) **are not prepared in detail at the time of signature** and are expected to be submitted in the Inception Report. If both Annex I and Annex II are sufficiently detailed, the budget estimate shown in Annex II for the first reporting period can be used as the first lump sum payment]; and*
 - *Subsequent payments for deliverables set up in Annex I [shall be based on the estimates in **Annex II** and the estimates in the financial part of the preceding Progress Report (see **Annex III**)].*
2. *Any advance payments will be deducted from the last payment.*
 3. *All payments, reconciliations and refunds under this Agreement shall be made within the validity period of the Financing Agreement. Under no circumstances can payments be made after the Financing Agreement closing date.*

ANNEX III

REPORTING REQUIREMENTS

UNDP shall submit the following reports for the Deliverables agreed in **Annex I**, with a copy to the Bank:

1. If the Inception Report is used, include:

- (a) Any information missing in **Annex I** at the time of Agreement signing, detailed mobilization arrangements, complete the description of all activities required for the key deliverables, complete Work Plan to ensure timely start-up and on-time completion of the implementation of this Agreement;
- (b) The names and CVs of those Consultants and, as applicable, Contractor's personnel, who were not selected or contracted at the time of the signing (and whose positions were listed in **Annex I**) and who shall be mobilized within the first 6 months; and
- (c) The Payment Request for the first lump sum installment calculated on the basis of budget estimates for the activities budgeted in **Annex II**, and the banking information/UNDP account information.

2. Progress Reports:

- (a) Each report submitted on a [*insert frequency of reports*] basis shall include: (i) a narrative and financial summary of the status of activities to demonstrate the progress towards the agreed deliverables and the linkage between the payments made under this Agreement and the deliverables as set out in **Annex I**; and (ii) an interim financial report on the use of funds following UNDP's *Interim Financial Report to the World Bank*; and (iii) the Payment Request for the next installment signed by an authorized UNDP staff in charge of the Technical Assistance. If an interim report indicates unforeseen delays or cost increases for specific activities or deliverables, it should also include a proposal for a revised Work Plan and/or reallocation between budget estimates for the specific activities or deliverables affected for the consideration of the Parties in accordance with paragraph 5 of the General Conditions of the Agreement
- (b) The final Progress Report upon Completion or Early Termination shall include a consolidated financial summary on the use of funds for deliverables set forth in **Annex I**.

The authorized official of the UN Partner will provide a written statement stating the following:

“We hereby confirm to the best of our knowledge and based on the available records that the above amounts have been paid for the proper execution of the Agreement and in accordance with the terms and conditions thereof. We confirm that the share of supplies and equipment has not exceeded the share (percentage) approved for this Agreement. All documentation authenticating these expenditures has been retained by UNDP in accordance with its document retention policy and will be available to UNDP’s External Auditors for examination in the course of the audit of UNDP’s Financial Statements.”

Signed by: _____
Name and Title: _____
Date: _____

3. Final Financial Statement:

Upon Completion or Early Termination, UNDP will also provide the Final Financial Statement issued by the UNDP Office of Financial Resources Management. The Final Financial Statement will be issued within three (3) months of the Completion Date. The Parties shall plan accordingly in the Work Plan (**Annex I**).

All financial reports shall be expressed in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures made by UNDP in other currencies to implement activities under this Agreement.

ANNEX IV

COUNTERPART STAFF, SERVICES, FACILITIES AND PROPERTY TO BE PROVIDED BY THE GOVERNMENT

The Parties recall the provisions of the Basic Agreement, including those relating to the facilities to be provided by the Government for the execution of UNDP assistance, and the Parties reconfirm that the Government shall provide the facilities, exemptions, privileges and immunities provided for in the Basic Agreement.

Without prejudice to the foregoing, the Parties agree that the Government commits to provide, at its own expense and at no cost to UNDP, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff (qualified experts to work with UNDP's team): *[include the list of names, titles, brief qualifications; indicate "n/a" if none are provided]*
- (b) Surveys and Technical Inputs *[for example, surveys, drawings, files, maps, software, etc., or insert "n/a" if none are provided]*
- (c) Services *[for example, office cleaning, utilities, communication, etc., or insert "n/a" if none are provided]*
- (d) Facilities *[for example, office space, meeting and conference rooms, etc., or insert "n/a" if none are provided]*
- (e) Property *[for example, office or computer equipment, materials, vehicles, etc., or insert "n/a" if none are provided]*
- (f) Other *[insert any other inputs by the Government that do not fall under any of the above categories but are required for successful implementation of the Technical Assistance]*

The extent and timing of provision of counterpart staff and of facilities should be agreed upon and included in this Annex.

ANNEX V

UNDP FULL COST RECOVERY

1. Full cost comprises of Direct Costs (DC) and Indirect Costs (IC).

Direct Costs:

2. DC are UNDP costs incurred for the benefit of a particular project and can be clearly identifiable and documented as directly attributable to project activities. DC calculations are shown as line items in the Total Funding Ceiling in **Annex II**.

Indirect Costs:

3. IC are incurred by UNDP management and administration in furtherance of UNDP activities and policies and cannot be directly attributable to project activities. Such costs are charged to project as a management fee (“Indirect Costs”). IC applicable to the Agreements with the Government that are financed from the loan, credit or grant proceeds obtained from the World Bank pursuant to the Financing Agreement between the Government and the Bank, are set up in accordance with UNDP Financial Rules and Regulations, as determined in UNDP cost recovery policies and procedures (*Executive Decision on Cost Recovery*) with a minimum of 8%. Any higher rate as may be justified by the circumstances of a specific Agreement shall be explained by UNDP and agreed with the Government and reflected in **Annex II**.