

UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

Annexes

For the Guide to Partnering with the Private Sector

Update Version: March 2023

UN  **HABITAT**

Annexes list

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Annex 1: Synopsis for Concluding Cooperation or Collaboration Agreements and Legal Instruments with external partners including States, International Organizations, Non-Governmental Organisations and other private actors

Summary of the nature, scope and justification of the Cooperation or Collaboration Agreement

Title of Agreement

Parties signing the Agreement

Timeline of the negotiation and expected date of signature

Financial implications (if any)

Other Arrangements

Remarks/ Specific Instructions

Annex 2: UN-Habitat Due Diligence Framework : Template for Due Diligence for for-profit entities

Category A: Human Rights (Exclusionary if any are Yes)		
<i>Criteria:</i>	<i>Yes/No</i>	<i>Guidance:</i>
Is it complicit in human rights abuses?		UN Global Compact human rights principles and UN Guiding Principles on Business and Human Rights; OHCHR available for advice; See www.business-humanrights.org/SpecialRepPortal/Home
Does the business respect the protection of internationally proclaimed labour rights?		UN Global Compact labour principles and ILO Declaration on Fundamental Principles and Rights at Work; ILO available for advice; See www.ilo.org/declaration/lang--en/index.htm
Is it involved in the sale or manufacture of anti-personnel landmines or cluster bombs?		Company website and any accusation to this effect in media (online search); UNOG / Antipersonnel Landmines Convention available for advice; See www.icbl.org/intro.php
Does it not meet relevant obligations or responsibilities required by the United Nations?		Consider evidence that it counters / actively works against UN/UN-Habitat promoted goals and responsibilities (eg use online media search – eg accusations by NGOs such as Corpwatch of persistent, irresponsible behaviour).
Does it violate sanctions established by the UN Security Council?		Any recent accusation to this effect reported in media (online search); UNSC sanctions / countries list at www.un.org/sc/committees/

Category B: Interests (Proceed with Caution if any are Yes)		
<i>Criteria:</i>	<i>Yes/No</i>	<i>Guidance:</i>
Is it part of the UNGC sensitive industries list? Military, armaments and weapons manufacturing Tobacco and alcohol		Many of the following agencies restrict working with the following industries: UNICEF; OCHR; UNESCO; UNFPA; WFP; UN Women; WHO; Unitar; UNAIDS; UNEP;

<p>Gambling (excluding lotteries with charitable objectives)</p> <p>Breast milk substitutes</p> <p>Extractive industries</p>		
<p>Is it part of any sensitive sector?</p> <p>Fossil Fuels</p> <p>GMOs</p> <p>Chemicals</p> <p>Herbicides & Pesticides</p>		
<p><i>Conflict of interests:</i></p> <p>Is there a potential for a conflict of interest?</p> <p>Is there a possible perception of a conflict of interest?</p> <p>Is it a participant in a voluntary industry initiative, or becoming one?</p> <p>Does an online search (Google, Corpwatch, media, LexisNexis) show it being accused of significant cases of irresponsibility / litigation / or green washing?</p> <p>Are there any other issues arising from the due diligence that might justify referring the decision to the Partnership Committee?</p>		<p>A 'conflict of interest' situation arises when a staff member's private interests -- such as outside professional relationships or personal financial assets -- might interfere with the proper performance of their professional functions or obligations as a United Nations official. A partnership should not be perceived to benefit, directly or indirectly, UN-Habitat staff. For example, staff members should not be actively associated with managing or holding financial interest in any business if either the staff member or the entity has the opportunity to benefit from such an association by way of the staff members' position at with the United Nations¹.</p> <p>Relevant questions to consider:</p> <ul style="list-style-type: none"> - Is the company a significant supplier in UN-Habitat procurement? - Are the families of UN-Habitat staff, or ex-UN-Habitat staff working or associated with the partnership entity? - Consider alleged involvement in bribery and corruption (see www.unglobalcompact.org/Issues/transparency); UNODC and Transparency International available for advice; - Consider allegations / evidence of deliberate or

¹ **Regulation 1.2 (m)**

Staff members shall not be actively associated with the management of, or hold a financial interest in, any profit-making, business or other concern, if it were possible for the staff member or the profit-making, business or other concern to benefit from such association or financial interest by reason of his or her position with the United Nations.

Rule 101.2 (n)

A staff member who has occasion to deal in his or her official capacity with any matter involving a profit-making business or other concern in which he or she holds a financial interest, directly or indirectly, shall disclose the measure of that interest to the Secretary-General and, except as otherwise authorized by the Secretary-General, either dispose of that financial interest or formally excuse himself or herself from participating with regard to any involvement in that matter which gives rise to the conflict of interest situation.

<p>Does the company work with governments or entity/parties on the UN sanction list?</p> <p>Is there a potential reputational risk for UN-Habitat arising from the partner's promotional activities or its use of UN-Habitat or associated logos?</p>	<p>negligent destruction, heavy pollution or degradation of the environment (cf ISO 14000 / environmental standards);</p> <p>- Consider allegations of other ISO26000 "core subject" areas, notably human rights, labour, consumer health.</p>
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Positive Screening Analysis		
<i>Criteria:</i>	Score (Yes = 1; No = 0)	<i>Guidance:</i>
Does it support core values and goals of the UN (eg SDGs, New Urban Agenda) and UN-Habitat (eg conventions / MEAs)?		<p>Consider fit / commitment to UN-Habitat thematic priorities, related UN-Habitat activities and interest areas (Eg. urbanisation, housing, basic services, planning and design, climate planning, infrastructure, ICT);</p> <p>Consider related certification, labeling recognition it has.</p>
Is it currently a participant in the UN Global Compact, or becoming one?		See UNGC participants list / search online at www.unglobalcompact.org/participants/search , covers over 5300 businesses in 130 countries (delisted if not reporting annually on progress)
Does it publish an environmental or sustainability report, disclosing information on its environmental / CSR policy & performance?		See relevant company website or printed material available; consider its stated policies and actions (eg ISO14000 series) on environmental issues and broader social responsibility (ISO26000, including contribution to community development)
Does it publish a sustainability report based on the GRI Guidelines?		See relevant company website and examine eg introduction and/or annex indicator index of sustainability/CSR report for explicit reference to GRI; For GRI reporters database see www.unglobalreporting.org

<p>Is it open to engagement in multi-stakeholder dialogue with UN-Habitat and others?</p>		<p>Assess from direct communication with company and UN-Habitat Major Groups; A plus if it uses AA1000 standard on stakeholder engagement (www.accountability.org) or related Accountability Manual on Stakeholder Engagement</p>
<p>Does it have any relevant corporate sustainability activities?</p>		<p>Examples of (related) sustainability initiatives, including any awards received for corporate responsibility initiatives.</p>
<p>Is it listed on global / national sustainability indices (e.g., FTSE4Good, DJSI) or award schemes?</p>		<p>http://sustainability-indices.com/; https://www.ftserussell.com/index; ACCA national reporting awards https://www.accaglobal.com/gb/en/technical-activities/global-forums/global-forum-reporting/forum-members-reporting.html and ICC partnership awards (www.iccwbo.org)</p>
<p>Does it have any sustainability-related certifications?</p>		<p>Consider standards such as the ISO14000 environmental management series.</p>
<p>Is the activity to be funded linked with the core business of the company?</p> <p>Is it undertaking initiatives to promote greater environmental responsibility?</p> <p>Does the entity already work with other Division(s) or branches as implementing partner?</p> <p>Does the company/organization work under or with other UN agencies?</p>		<p>Core business (advancing CSR and more sustainable production in own operations of the company), as opposed to philanthropic funding of activity unrelated to its core business (eg sponsorship).</p>
<p>Total Score for positive screening:</p>	<p>/ 12</p>	

Negative Screening Analysis		
<i>Criteria:</i>	Score (Yes = -1; No = 0)	<i>Guidance:</i>
<p>Are there any major pending legal matters in court?</p> <p>Is it inhibiting employees' freedom of association and the right of collective bargaining?</p> <p>Are there any pending allegations of forced and compulsory labour, including child labour?</p> <p>Are there any pending accusations of corruption?</p> <p>Are there any pending allegations of workplace discrimination?</p>		
Total Score for negative screening:	/ -5	
Overall score in this Due Diligence Screening Analysis		
Total Screening Score	0	<i>Calculation: sum of Positive screening score added to the sum of the Negative Screening score</i>
<i>Score of more than 7 = clear yes; score of 2 – 7 = require an explicit clear commitment; score of less than 2 consider a no response</i>		

Qualitative Screening Questions		
<i>Question</i>	Yes/No	<i>Explanation of your answer</i>
Do you foresee any potential reputational or financial risk against UN-Habitat arising as a result of collaboration with this company?		

Does the company violate relevant obligations or responsibilities required by the UN?		
Does the partnership with this company help UN-Habitat reach specific objectives or achieve accomplishments of the Programme of Work?		
How many other entities were considered for partnering on the intervention? Explain briefly the relative strength of the proposed organisation.		
Does the partnership with this company contribute to any specific Sustainable Development Goals?		

Provide your recommendation with respect to this organisation being considered for a partnership		<i>Please propose the type of partnership and; a Yes/No recommendation</i>
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PSP Officer

Name

Signature

Title

Date

Annex 3: Checklist for Clearing and Approving Private Sector Partnership Agreements

Private Sector Partnership Agreements²

- Request for the Private Sector Partnership Agreement Form duly filled out and signatures obtained
- Signing-up with the United Nations Global Compact
- Annexes as referenced in the Agreement attached
- The main text of the Agreement

Tick as appropriate

- Validity period
- Funding
- Contribution of Pro-Bono Goods
- Contribution of Pro-Bono Services

PMO/APMO has checked all the documents and confirms that Private Sector Partnership Agreement is complete and supporting documents attached are complete as required.


Name of PMO/APMO: _____

Signature: _____

Date: _____

² **ST/SGB/2006/5: Acceptance of Pro-Bono Goods and Services**; provides the guidelines for acceptance of pro-bono good and services. Pro-Bono Contributions are usually offered by the private sector and for this reason ST/SGB/2006/5 focuses primarily on pro-bono contributions from the private sector. The guidelines set out in ST/SGB/2006/5 applies, *mutatis mutandis*, to pro-bono contributions from NGO's except as otherwise indicated in ST/SGB/2006/5. UN-Habitat must be the ultimate user of the pro-bono goods and services. This therefore excludes any arrangement under which UN-Habitat is receiving goods or services to pass on to a government, NGO's or individuals in connection with disaster relief.

Annex 4: Request Form - Memorandum of Understanding

	<p>REQUEST FOR MEMORANDUM OF UNDERSTANDING (MoU) FORM</p>	<p>MoU Number:</p>	
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A. Organization Details
Name:

B. Summary of MoU	C. Financial Details (state currency)			
	Amount involved <i>(Indicate BAC/FC if the MoU has financial implications)</i>			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Validity of MoU</td> <td style="padding: 5px;">Starting:</td> <td style="padding: 5px;">Ending:</td> </tr> </table>	Validity of MoU	Starting:	Ending:	
Validity of MoU	Starting:	Ending:		

D. Payment Details (if any)	
Phase/Output	Amount in USD
	Total:

E. Approvals:			
	Name	Signature	Date
Requesting Officer			
Head Substantive Office			

Legal Officer	Saidou N'Dow		
Designated Signatory			

Annex 5: Checklist for Amendments to Memorandum of Understanding

Amendments to Memorandum of Understanding

- Request for amendment from Partner
- Request Form duly filled out and signed.
- Annexes as referenced in the Amendment.
- The main text of the Amendment.
- Copy of the original Memorandum of Understanding that is being amended.

Tick as appropriate

- Extension of validity period¹.
- Additional Funding amendment.
- Funds re-allocation/Installments alteration.
- Amend Project Activities/Implementation

PMO/APMO has checked all the documents and confirms that Memorandum of Understanding is complete and supporting documents attached are complete as required.

Name of PMO/APMO: _____

Signature: _____

Date: _____

¹ Request for extensions should be submitted at least 30 days before the Memorandum of Understanding expires. Extension of validity period will not be possible after the Memorandum of Understanding has expired.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME**

AND

[INSERT NAME OF THE PRIVATE-SECTOR ORGANIZATION]

PREAMBLE:

WHEREAS, the United Nations Human Settlements Programme (hereinafter referred to as “**UN-Habitat**”), established by the General Assembly of the United Nations by its resolution 32/162 of 19 December 1977, transformed into a Programme by its resolution 56/206 of 21 December 2001, having its Headquarters in Nairobi, Kenya. UN-Habitat is the coordinating agency within the United Nations System for human settlement activities and in collaboration with governments is responsible for promoting and consolidating collaboration with all partners, including local authorities, private and non- governmental organizations in the implementation of the Sustainable Development Goals (SDGs), in particular, Goal 11 of “*Making cities and human settlements inclusive, safe, resilient and sustainable*”, as well as the task manager of the human settlements chapter of Agenda 21 and focal point for the monitoring, evaluation and implementation of the New Urban Agenda adopted during the United Nations Conference on Housing and Sustainable Urban Development (Habitat III), in Ecuador, Quito, 2016

WHEREAS, [**insert name of Private-Sector organization**] hereinafter referred to as [**insert acronym of the Private-Sector organization and address**] is committed to [**insert nature of the collaboration between UN-Habitat and the Private-Sector organization**];

WHEREAS, UN-Habitat and [insert name of the Private-Sector organization] have agreed to collaborate in [insert nature of the collaboration to be implemented by UN-Habitat and the Private Sector organization];

WHEREAS, UN-Habitat and [insert acronym of the Private-Sector organization] (hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”) recognizing the benefits of genuine, substantive cooperation and wishing to pursue such cooperation [insert the nature of the collaboration between the Parties], have entered into this Memorandum of Understanding (hereinafter referred to as the “**MoU**”) in a spirit of trust and cooperation;

NOW THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE I

Scope and Purpose

1. The purpose of this MoU is to provides a framework of cooperation within which UN-Habitat and [insert acronym of the Private-Sector organization] shall [insert nature of the collaboration].
2. The collaboration between the Parties will be implemented with a focus on [insert focus of the collaboration].
3. Subject to Article II, clause (5) herein below, and to their respective regulations, rules, policies, practices, procedures, the Parties shall collaborate and work together to [insert the aim of the collaboration].
4. The following shall be the primary results of the collaboration:
 - (a) [insert results of the collaboration].

ARTICLE II

General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of this MoU.
2. The Parties shall keep each other informed of all relevant activities pertaining to this MoU and shall hold consultations at any time any Party considers it appropriate.
3. The Parties shall refrain from any action that may adversely affect the interests of the other Party and fulfill their commitments with fullest regard to the terms and conditions of this MoU and the principles of the

United Nations and UN-Habitat.

4. Each party shall nominate a focal point for this collaboration as stated under **Article XI** (“**Notices**”), **clause (1)** herein below.

5. The Parties agree that this MoU and any work plan agreed to hereunder are neither fiscal nor funding obligations documents. Any commitment to transfer anything of value involving reimbursement or to provide funds, goods or services by the Parties for any agreed activity will be outlined in separate agreements that will be made in writing by representatives of the Parties and will be independently authorised by an appropriate authority of the funding party consistent with the regulations, rules, policies and practice of the Parties. The Parties agree that this MoU does not provide such authority.

6. The Parties may exchange information and consult each other, as necessary and appropriate, in the interest of identifying additional areas in which effective and practical cooperation may be possible as means of carrying out joint activities and programmes within the framework of this MoU.

ARTICLE III

Areas of Collaboration of the Parties

1. Subject to Article II, clause (5) herein above, the Parties will jointly collaborate on the implementation of **[Insert the areas of collaboration between UN-Habitat and [insert acronym of the Private-Sector organization]]** including:

- (a) **[Insert details of the joint collaboration between the Parties]**;

ARTICLE IV

Specific Responsibilities the Parties

1. Subject to Article II, clause (5) herein above, the specific responsibilities of UN-Habitat are as follows:

(a) [Insert the specific responsibilities of UN-Habitat, if any].

2. Subject to Article II, clause (5) herein above, the specific responsibilities of [insert acronym of the Private-Sector organization] are as follows:

(a) [Insert the specific responsibilities of, [insert acronym of the Private-Sector organization], if any].

ARTICLE V

Monitoring and Evaluation

1. The Parties shall maintain regular close consultations to monitor and review the progress of activities for each joint project that maybe agreed upon.

2. The Parties will share with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and finally impact of this collaboration.

3. The Parties may wherever possible and as appropriate, undertake joint mission with respect to the programme.

4. The Parties shall keep the United Nations Resident Coordinator in [insert location] fully informed of all actions undertaken by them in carrying out this MoU. UN-Habitat will utilise the capacity of the Habitat Programme Manager based in [insert location], as necessary and appropriate for the effective implementation of the programme. (if applicable)

ARTICLE VI

Termination

1. This MoU may be terminated by either Party giving the other party a written notice of thirty (30) days prior to its intention to terminate. In the event of termination, the Parties will take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.

2. The termination of this MoU shall not affect any other agreement already entered into by either Party.

ARTICLE VII

Amendments

1. This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

ARTICLE VIII

Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with United Nations Commission on International Trade Laws (UNCITRAL) Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.

2. Any dispute, controversy or claim between the Parties arising out of or relating to this MoU or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

ARTICLE IX

Privileges and Immunities

1. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-Habitat.

ARTICLE X

Use of the Name, Emblem or Media

1. Neither Party will use the name or emblem of the other Party, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Party in each case.

2. Neither Party has the authority, express or implied, to make any public statement on behalf of other Party and all press releases issued in relation to this MoU shall be approved in writing in advance by the Parties before being issued.

ARTICLE XI

Notices



1. Any notice required to be given by either Party under this Agreement shall be given in writing and shall be deemed given when actually received by the other Party, to the following addresses below:

To UN-Habitat	To [insert acronym of the Private-Sector organization]
For Operational Matters: Names: Title: Address: Telephone Number: Email Address:	For Operational Matters: Names: Title: Address: Telephone Number: Email Address:

ARTICLE XII

Confidential Nature of Documents

1. Information that is considered proprietary by either Party and that is shared or disclosed to the other, and is designated as confidential, shall be held in confidence by that Party and shall be used for the purpose for which it was disclosed.

ARTICLE XIII

Copyright, Patents and Proprietary Rights

1. Except as is otherwise expressly provided in writing in the MoU, the Parties shall be entitled to their own intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of this MoU.

2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of either Party: (i) that pre-existed the performance by either Party under this MoU, or (ii) that either Party may develop or acquire, or may have developed or acquired, independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party in each case.

ARTICLE XIV

Indemnity

1. [insert acronym of the Private-Sector organization] shall indemnify, hold and save harmless, and defend at its own expense, UN-Habitat, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind, including their costs and expenses, arising out of or omissions of [insert acronym of the Private-Sector organization], or [insert acronym of the Private-Sector organization]'s employees, officers, agents or sub-contractors, in the implementation of this MoU. 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 by [insert acronym of the Private-Sector organization],

its employees, officers, agents or sub-contractors. The obligations under this Article do not lapse upon termination of this MoU.

ARTICLE XV
Officials not to Benefit

1. [insert acronym of the Private-Sector organization] warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee, or other agent of UN-Habitat. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.

ARTICLE XVI
Conflict of Interest

1. The Parties hereto warrant that at the time of signing this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.

2. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the parties hereto shall:

- (a) Immediately notify each other;
- (b) Make full disclosure of all relevant information relating to the conflict; and
- (c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

ARTICLE XVII
Legal Status of the Parties

1. Nothing contained in or relating to this MoU shall be construed to create a partnership, a joint venture, employment or agency relations between the Parties.

2. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being employees or agents of the other Party.

3. The collaboration between the Parties under this MoU shall be on a non-exclusive basis

ARTICLE XVIII

Entry into Force

1. This MoU shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid for a period of [Insert date and year of expiry] from the effective date of this MoU, unless earlier terminated by either Party in accordance with **Article VI** ("*Termination*") above.

2. By entering into this MoU, [insert acronym of the Private-Sector organization] agrees to affirm its commitment to UN-Habitat’s Charter of Values as a private-sector partner committed to partnering with UN-Habitat and to further confirm [insert acronym of the Private-Sector organization] engagement towards the United Nations’ goals, the United Nations’ Global Compact, as well as a set of specific values pertaining to the goal of promoting and achieving sustainable cities, pursued by UN-Habitat.

ARTICLE XIX
Entire Agreement

1. This MoU constitutes the entire understanding of UN-Habitat and [insert acronym of the Private-Sector organization] with respect to its subject matter and supersedes all oral communications and prior written documents.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UN-Habitat and the [insert acronym of the Private-Sector organization] have signed this MoU in two (2) originals at the place(s) and on the date(s) herein below indicated.

For UN-Habitat	For [Insert acronym of non-governmental organization]
<p>[insert name] [insert title]</p> <p>[</p> <p>Place: _____</p> <p>Date: _____</p>	<p>[insert name] [insert title]</p> <p>[]</p> <p>Place: _____</p> <p>Date: _____</p>

	<p style="text-align: center;">REQUEST FOR AMENDMENT OF CONTRIBUTION AGREEMENT</p> <p style="text-align: right;">Requisition ''</p>
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A. Organization Details	
Name:	
Mandate	

B. Summary of Contribution Agreement - Amendment		C. Financial Details (state currency)
		Amount involved
Validity of Contribution Agreement Starting:	Ending:	

D. Payment Details (if any)	
Phase/Output	Amount in USD
Total:	

E. Approvals:			
	Name	Signature	Date
Requesting Officer			
Head Substantive Office			
Legal Officer	Saidou N'Dow		
Designated Signatory			

Annex 8: Request Form - Contribution Agreement

	REQUEST FOR CONTRIBUTION AGREEMENT FORM	Agreement No:

A. Organization Details
Name: (Fill in the Donor's name)

B. Summary of Contribution Agreement		C. Financial Details (state currency)
		Amount involved
Validity of Contribution Agreement Starting:	Ending:	

D. Payment Details (if any)	
Phase/Output	Amount in (state currency)
Total:	
H/ Coding block for cost recovery: legal clearance USD 500	

E. Approvals:			
	Name	Signature	Date
Requesting Officer			
Certifying Officer			
Head Substantive Office			
Legal Officer	Saidou N'Dow		
Designated Signatory			

**PRIVATE SECTOR PARTNERSHIP AGREEMENT BETWEEN
THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME**

AND

INSERT NAME OF PRIVATE ENTITY

THIS PRIVATE SECTOR PARTNERSHIP AGREEMENT (hereinafter referred to as the “**Agreement**”) is made and entered into between United Nations Human Settlements Programme (hereinafter referred to as “**UN-Habitat**”), headquartered in Nairobi, Kenya, and [insert name of Private Entity, its status, registration number and address] (hereinafter referred to as “([insert acronym of the partner])). UN-Habitat and [insert acronym of the partner]] are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

PREAMBLE:

WHEREAS, UN-Habitat is the coordinating agency within the United Nations System for human settlement activities and focal point for the monitoring, evaluation and implementation of the Habitat Agenda, as well as the task manager of the human settlements chapter of Agenda 21, and responsible for promoting and consolidating collaboration with all partners, including central governments, local authorities, non-governmental organizations, and the private sector, and in the implementation of the Habitat Agenda and Sustainable Development Goals (SDGs) in particular, Goal 11 of “*Making cities and human settlements inclusive, safe, resilient and sustainable*”;

WHEREAS, [insert acronym of the partner] is [insert status and mandate of the partner] is committed to [insert its shared objectives with UN-Habitat];

WHEREAS, the Parties have agreed to [insert nature of the collaboration];

NOW, THEREFORE, on the basis of mutual trust and in the spirit of friendly cooperation, the **Parties hereto** have entered into this Agreement and hereinafter agree to as follows:

ARTICLE I

Commencement Date and Term of this Agreement

1. This Agreement commences on [insert either “the date on which this Agreement is signed by the Parties” or a specific date “dd/mm/yyyy”] and continues until [insert a specific date “dd/mm/yyyy”] unless terminated earlier in accordance with this Agreement.

ARTICLE II
Agreement Documents

1. The following documents constitute the entire agreement between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:

- (a) This Agreement;
- (b) Annex A: [indicate the name of Annex A];

ARTICLE III
Legal Status of the Parties

1. Pursuant, *inter alia*, to the Charter of UN-Habitat and the Convention on the Privileges and Immunities of UN-Habitat, UN-Habitat, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.

2. Nothing contained in or relating to this Agreement shall be construed to create a partnership, a joint venture, employment or agency relationship between the Parties.

3. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being the employees or agents of the other Party.

4. The cooperation between the Parties under this Agreement shall be on a non-exclusive basis.

5. This Agreement shall comply with the General Terms and Conditions of the UN.

ARTICLE IV
Responsibilities of UN-Habitat

1. Under this Agreement, UN-Habitat shall be responsible for: [Describe UN-Habitat's responsibilities]

ARTICLE V
Responsibilities of the [insert acronym of the partner]

1. Under this Agreement [insert acronym of the partner] shall be responsible for: [describe [insert acronym of the partner]'s responsibilities]

ARTICLE VI
Pro Bono Nature of the Contribution

1. Each Party shall ensure that the contribution is offered and/or accepted in accordance with the relevant financial regulations and rules applicable to it, including Secretary-General's bulletin ST/SGB/2006/5 on the "Acceptance of Pro Bono Goods and Services".

2. [acronym of the partner] agrees to provide the contributions under this Agreement without any charge to UN-Habitat. Without limiting the generality of the foregoing, UN-Habitat shall not be responsible for any fees,

costs or expenses related to or incurred by the [insert acronym of the partner], or incur any liabilities, in connection with this Agreement or the provision of the contributions.

ARTICLE VII
The Contribution

1. [insert acronym of the partner] shall provide, at no cost to UN-Habitat, the following [insert nature of goods] or [insert nature of services] or [insert nature of goods and services] which are collectively referred to as the “Contributed [Goods] [Services] [Goods and Services]”:
2. [insert contribution item and estimated value];
3. [insert contribution item and estimated value]; and
4. [insert contribution item and estimated value].
5. [insert acronym of the partner] shall deliver the Contributed [Goods] [Services] [Goods and Services] in accordance with the timeline attached or by [insert dd/mm/yyyy].

ARTICLE VIII
Delivery, Acceptance and Rejection of the Contributed Goods:

1. [insert acronym of the partner] shall deliver the Contributed Goods to the following address:
 - (a) [insert address]
2. Upon delivery, UN-Habitat shall inspect the Contributed Goods to confirm that they conform to the applicable specifications. Under no circumstances shall UN-Habitat be obliged to accept the Contributed Goods unless and until UN-Habitat has had a reasonable opportunity to inspect the Contributed Goods following delivery.
3. UN-Habitat shall provide a written acceptance of the Contributed Goods to [insert acronym of [insert acronym of the partner]]. The Contribution shall not be deemed accepted unless and until UN-Habitat provides such written acceptance.
4. Notwithstanding any other rights of, or remedies available to UN-Habitat under this Agreement, UN-Habitat at its sole option, may reject or refuse to accept the Contributed Goods if they are defective or otherwise do not conform to the specifications or other requirements of this Agreement.
5. Within thirty (30) days following receipt of notice from UN-Habitat of such rejection or refusal to accept the Contributed Goods, shall:

- (a) replace the Contributed Goods with goods of equal or better quality; and
- (b) pay all costs relating to the repair or return of the defective Contributed Goods as well as the costs relating to the storage of any such defective Contributed Goods and for the delivery of any replacement goods to UN-Habitat.

6. The entire risk of loss, damage to, or destruction of the Contributed Goods shall be borne exclusively by [insert acronym of the partner] until acceptance of the Contributed Goods by UN-Habitat in accordance with the terms of this Agreement. The title in the Contributed Goods shall pass from to UN-Habitat upon acceptance by UN-Habitat in accordance with the requirements of this Agreement.

ARTICLE IX **Warranties**

1. [insert acronym of the partner] warrants and represents that the Contributed Goods are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in this Agreement, and shall be free from faults and defects in design, material, manufacturer and workmanship.
2. If [insert acronym of the partner] is not the original manufacturer of the Contributed Goods, [insert acronym of the partner] shall provide UN-Habitat with the benefit of all manufacturers' warranties.
3. [insert acronym of the partner] warrants and represents that the Contributed Goods delivered under this Agreement are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests.
4. [insert acronym of the partner] warrants and represents that the Contributed Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.
5. All warranties will remain fully valid following any delivery of the Contributed Goods and for a period of not less than one (1) year following acceptance of the Contributed Goods by UN-Habitat in accordance with this Agreement.
6. During any period in which [insert acronym of the partner]'s warranties are effective, upon notice by UN-Habitat that the Contributed Goods do not conform to the requirements of this Agreement, [insert acronym of the partner] shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Contributed Goods with goods of the same or better quality or, at its own cost, remove the defective Contributed Goods.
7. [insert acronym of the partner] shall remain responsive to the needs of UN-Habitat for any services that may be required in connection with any of [insert acronym of the partner]'s warranties under this Agreement.

ARTICLE X **Source of Instructions**

1. [insert acronym of the partner] shall neither seek nor accept instructions from any authority external to UN-Habitat in connection with the performance of its obligations under this Agreement. Should any authority external to UN-Habitat seek to impose any instructions concerning or restrictions on [insert acronym of the partner]'s performance under this Agreement, [insert acronym of the partner] shall promptly notify UN-Habitat and provide

all reasonable assistance required by UN-Habitat. [insert acronym of the partner] shall not take any action in respect of the performance of its obligations under this Agreement that may adversely affect the interests of UN-Habitat, and [insert acronym of the partner] shall perform its obligations under this Agreement with the fullest regard to the interests of UN-Habitat.

ARTICLE XI
Responsibility for Employees

1. [insert acronym of the partner] shall be responsible for the professional and technical competence of the personnel it assigns to perform work under this Agreement and will select reliable and competent individuals who will be able to effectively perform the obligations under this Agreement and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
2. [insert acronym of the partner] personnel shall be professionally qualified and, if required to work with officials or staff of UN-Habitat, shall be able to do so effectively.
3. UN-Habitat reserves the right to:
 - (a) review the qualifications and/or interview any personnel proposed by [insert acronym of the partner] (e.g., a curriculum vitae) prior to such personnel's performing any obligations under this Agreement; and
 - (b) refuse with justification to accept any such personnel.
4. UN-Habitat and [insert acronym of the partner] may, at any time, provide a written notice to withdraw or replace any of [insert acronym of the partner]'s personnel assigned to perform obligations under this Agreement, subject to the following:
 - (a) [insert acronym of the partner]'s personnel shall not be withdrawn or replaced without the prior consultation with UN-Habitat;
 - (b) the withdrawal or replacement of [insert acronym of the partner]'s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under this Agreement;
 - (c) all expenses related to the withdrawal or replacement of [insert acronym of the partner]'s personnel shall be borne by [insert acronym of the partner]; and
 - (d) any request by UN-Habitat for the withdrawal or replacement of [insert acronym of the partner]'s personnel shall not be considered to be a termination, in whole or in part, of this Agreement, and UN-Habitat shall not bear any liability in respect of such withdrawn or replaced personnel.
5. [insert acronym of the partner]'s personnel assigned to perform work under this Agreement shall remain the sole responsibility of [insert acronym of the partner].
6. [insert acronym of the partner] shall be responsible for requiring that all personnel assigned by it to perform any obligations under this Agreement and who may have access to any premises or other property of UN-Habitat shall:
 - (a) display such identification as may be approved and furnished by UN-Habitat security officials,

and that upon the withdrawal or replacement of any such personnel or upon termination or completion of this Agreement, such personnel shall immediately return any such identification to UN-Habitat for cancellation; and

- (b) operate within areas authorized or approved by UN-Habitat. [insert acronym of the partner]'s personnel shall not enter or pass through and shall not store or dispose of any of its equipment

or materials in any areas within UN-Habitat premises or on UN property without appropriate authorization from UN-Habitat.

ARTICLE XII

Acknowledgement and Publicity, and Use of the Name, Emblem or Official Seal of UN-Habitat

1. UN-Habitat shall provide appropriate acknowledgement concerning the Parties' collaboration under this Agreement [including the contribution] [Instruction to Drafter: the bracketed phrase should be included if the Agreement involves pro bono contributions] for example in the relevant reports of UN-Habitat Secretary-General to the General Assembly.
2. [insert acronym of the partner] shall not, in any manner whatsoever, use the name, emblem or official seal of UN-Habitat, or any abbreviation of the name of UN-Habitat in connection with its business or otherwise without the prior written permission of UN-Habitat. Under no circumstances shall authorization be provided to use the name, emblem or official seal of UN-Habitat, or any abbreviation of the name of UN-Habitat, for commercial purposes.
3. Neither Party shall make any announcement or issue press releases in connection with the existence or subject matter of this Agreement without the prior written approval of the other Party.

ARTICLE XIII

Intellectual Property

1. For the purposes of this Agreement:
 - 1.1 “**Agreement Material**” means any material created by [insert acronym of the partner] on or following the commencement date, for the purposes of or as a result of performing its obligations under this Agreement;
 - 1.2 “**Existing Intellectual Property Rights**” means Intellectual Property Rights which are in existence before the commencement date, or are subsequently developed, or acquired by, or licensed to UN-Habitat, other than as a result of the performance of the obligations under this Agreement;
 - 1.3 “**Intellectual Property Rights**” includes but is not limited to patents, copyrights, designs and trademarks; and
 - 1.4 “**Third Party Material**” means material in which a third party holds Intellectual Property Rights.
2. This Article XIII [Instruction to Drafter: The numbering may need to be corrected] does not affect the ownership of Intellectual Property Rights in any Existing Intellectual Property but [insert acronym of the partner] grants to UN-Habitat, or will secure the grant to UN-Habitat from the owner of any Existing Intellectual Property, a permanent, irrevocable, royalty free, non-exclusive license (including a right of sublicense) to use, reproduce, adapt, publish, communicate and exploit any such Existing Intellectual Property for the purposes of this Agreement.
3. [insert acronym of the partner] must obtain all necessary Intellectual Property Right permissions before

making any Third Party Material available as Agreement Material for the purposes of this Agreement.

[Instruction to Drafter: Insert clauses 4 – 6 herein below for UN Ownership of Intellectual Property Rights. The issue of which party should own ownership of IP rights should be determined in consultation with OLA.]

4. All Intellectual Property Rights in the Agreement Material vests in UN-Habitat and the materials obtained there from vests in UN-Habitat and remains its property and shall not be assigned unless with UN-Habitat's written permission..

5. To the extent that [insert acronym of the partner] needs to use any of the Agreement Material, UN-Habitat grants to [insert acronym of the partner], royalty free, non-exclusive and non-transferable license to use, reproduce, adapt, modify and communicate the Agreement Material for the purposes of this Agreement.

6. The license granted to [insert acronym of the partner] under clause 8 herein below [Instruction to Drafter: The numbering may need to be corrected] does not include a right to exploit the Agreement Material for [insert acronym of the partner]'s commercial purposes.

[Instruction to Drafter: Insert alternative clause 7- 8 herein below for Partner Ownership of Intellectual Property Rights]

7. All intellectual property rights in the Agreement Material vests in [insert acronym of the partner].

8. To the extent that UN-Habitat needs to use any of the Agreement Material, [insert acronym of the partner] grants to UN-Habitat, a permanent, irrevocable, royalty free, non-exclusive and non-transferable license to use, reproduce, adapt, modify and communicate the Agreement Material for the purposes of this Agreement.

ARTICLE XIV **Indemnification**

1. [insert acronym of the partner] shall cover all costs and liabilities of UN-Habitat resulting from the performance of this Agreement. UN-Habitat shall not assume any responsibilities or liabilities resulting from the acceptance of the Contributed [Goods] [Services] [Goods and Services].

2. [insert acronym of the partner], at its own expense, shall indemnify, defend, and hold and save harmless, UN-Habitat, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-Habitat, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

- (a) allegations or claims that the possession of or use by UN-Habitat of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-Habitat under the terms of this Agreement, in whole or in part, separately or in a combination contemplated by [insert acronym of the partner]'s published specifications therefore, or otherwise specifically approved by [insert acronym of the partner], constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,
- (b) any acts or omissions of [insert acronym of the partner], or of any subcontractor or anyone directly or indirectly employed by them in the performance of this Agreement,

which give rise to legal liability to anyone not a party to this Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

ARTICLE XV
Insurance and Liability

- 1 [insert acronym of the partner] shall pay UN-Habitat promptly for all loss of, destruction, or damage to the property of UN-Habitat caused by [insert acronym of the partner]'s personnel or by any of its subcontractors or anyone else directly or indirectly employed by [insert acronym of the partner] or any of its subcontractors in the performance of this Agreement.
- 2 [insert acronym of the partner] shall take out and maintain for the entire term of this Agreement, valid and enforceable insurance policies, including but not limited to worker's compensation insurance, liability insurance and such other insurance as may be agreed in writing between UN-Habitat and [insert acronym of the partner].
- 3 [insert acronym of the partner] acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in this Agreement nor the amount of any such insurance shall in any way be construed as limiting [insert acronym of the partner]'s liability arising under or relating to this Agreement.

ARTICLE XVI
Settlement of Disputes

- 1 The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of UN-Habitat Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- 2 Any dispute, controversy, or claim between the Parties arising out of this Agreement, unless settled amicably under Article XVI, clause 1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under this Agreement, order the termination of this Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under this Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

ARTICLE XVII
Privileges and Immunities

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 UN-Habitat.

ARTICLE XVIII

Survival

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

- (a) Article XIII : (Intellectual Property);
- (b) Article IV : (Indemnity);
- (c) Article XV : (Insurance and Liability);
- (d) Article XVI : (Settlement of Disputes); and
- (e) Article XVII : (Privileges and Immunities).

ARTICLE XIX

Amendments and Termination

1. This Agreement may be amended only by written agreement signed by authorized representatives of the Parties.
2. Either Party may terminate this Agreement upon thirty (30) day's written notice to the other Party.
3. In the event of any termination, the Parties shall:
 - (a) Take immediate steps to bring the performance of any obligation under the Agreement to an orderly conclusion;
 - (b) Cease use of the name and emblem of the other Party; and
 - (c) Return to UN-Habitat (or at UN-Habitat's request, destroy) all copies of UN-Habitat Materials in its control or possession, if any, in addition to all other property belonging to and/or provided by UN-Habitat.

ARTICLE XX

Limitation on Actions

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

of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of this Agreement, the cause of action accrues when such time of future performance actually begins.

ARTICLE XXI

Assignment

1. [insert acronym of the partner] shall not assign, transfer, pledge or make any other disposition of this Agreement, or any part of this Agreement, or any of the rights, claims or obligations under this Agreement except with the prior written authorization of UN-Habitat. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-Habitat.

ARTICLE XXII

Subcontracting

1. In the event that [insert acronym of the partner] requires the services of subcontractors to perform any obligations under this Agreement, [insert acronym of the partner] shall obtain the prior written approval of UN-Habitat. The approval of UN-habitat of a subcontractor shall not relieve [insert acronym of the partner] of any of its obligations under this Agreement. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this Agreement. All costs for engaging such subcontractors shall be borne by [insert acronym of the partner].

ARTICLE XXIII

Officials not to Benefit

1. [insert acronym of the partner] warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award thereof to any representative, official, employee, or other agent of UN-Habitat. [insert acronym of the partner] acknowledges and agrees that any breach of this provision is a breach of an essential term of this Agreement.

ARTICLE XXIV

Non-Exclusivity

1. Pursuant to Article VI, clause (2) Pro-bono Nature of Contribution, hereof, UN-Habitat shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in this Agreement, from any other source at any time.

ARTICLE XXV

Non-Standardization

1. The Parties agree that the acceptance of the contribution shall not result in:
 - (a) the standardization of the Contributed [Goods] [Services] [Goods and Services] within UN-

Habitat;

- (b) the expectation for further goods and services from [insert acronym of the partner]; or
- (c) any involvement by [insert acronym of the partner] in the internal decision making process of UN-Habitat.

2. [insert acronym of the partner] shall not be given any undue competitive advantage in any procurement exercise for the supply of any further goods or services. However, [insert acronym of the partner] shall not be excluded from participating in such procurement exercises.

ARTICLE XXVI
Conflict of Interest

1. [insert acronym of the partner] warrants that at the time of signing this Agreement no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement.

2. If a conflict of interest arises or appears likely to arise during the duration of this Agreement, [insert acronym of the partner] shall:

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

ARTICLE XXVII
Tax

1. [insert acronym of the partner] shall be responsible for the payment of any taxes and customs duties arising out of this Agreement.

ARTICLE XXVIII
Observance of the Law

1. [insert acronym of the partner] shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under this Agreement.

ARTICLE XXIX
Notices

1. Notices and other communications required or permitted under this Agreement shall be in writing and signed by authorized representatives of the Parties.

2. A notice can be hand delivered, sent by prepaid post or by facsimile transmission to the following address:

<p><u>To UN-Habitat</u></p> <p>For Operational Matters: Names: Title: Address: Telephone Number: Email Address:</p>	<p><u>To [insert acronym of partner]</u></p> <p>For Operational Matters: Names: Title: Address: Telephone Number: Email Address:</p>
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<p>For Policy Matters:</p> <p>Names: Title: Address: UN-Habitat, P.O. Box 30030 Nairobi 00100, Kenya Telephone Number:</p>	<p>For Policy Matters:</p> <p>Names: Title: Address: Telephone Number:</p>
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- 3 A notice takes effect when:
- (a) if hand delivered, on delivery;
 - (b) if sent by prepaid post, on the seventh business day after the date of posting; and
 - (c) if sent by facsimile, when the sender’s facsimile system generates a message confirming successful transmission of the entire notice.

ARTICLE XXX

Entry into Force

1. This Agreement shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid for a period of [Insert date and year of expiry] from the effective date of this Agreement, unless earlier terminated by either Party in accordance with Article XIX (“Termination”) above.

2. By entering into this Agreement, [insert acronym of the Private-Sector organization] agrees to affirm its commitment to UN-Habitat’s Charter of Values as a private-sector partner committed to partnering with UN-Habitat and to further confirm [insert acronym of the Private-Sector organization] engagement towards the United Nations’ goals, the United Nations’ Global Compact, as well as a set of specific values pertaining to the goal of promoting and achieving sustainable cities, pursued by UN-Habitat.

ARTICLE XXXI

Entire Agreement

1. This Agreement constitutes the entire understanding of UN-Habitat and [insert acronym of the Private-Sector organization] with respect to its subject matter and supersedes all oral communications and prior written documents.

ARTICLE XXII

Miscellaneous

1. [insert acronym of the Private-Sector organization] represents and warrants that it is not an entity engaged in:

- (a) Any practice inconsistent with the rights in the *Convention on the Rights of the Child*, including *Article 32* which 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;

- (b) The sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines; and
- (c) Sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by [insert acronym of the Private-Sector organization] to perform any services under this Agreement.

IN WITNESS THEREOF, the authorized Representatives of the Parties have signed this Agreement in two (2) originals on the date(s) and at the place(s) written below.

FOR UN-Habitat:

FOR [insert acronym of Private-Sector organization]:

SIGNED:

[insert name]
[insert title]

Place: _____

Date: _____

SIGNED:

[insert name]
[insert title]

Place: _____ -- _____

Date: _____

[Instruction to Drafter: Insert Annexes/ Schedules here]

**PRO-BONO AGREEMENT BETWEEN
UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME
AND**

[INSERT PARTNER NAME]

THIS PRO-BONO AGREEMENT (hereinafter referred to as the “**Agreement**”) is entered into between United Nations Human Settlements Programme, originally established as the United Nations Centre for Human Settlements (Habitat) by resolution of the United Nations General Assembly 32/162 of 19 December 1977, and thereafter transformed into a subsidiary organ of the United Nations General Assembly by its resolution 56/206 of 21 December 2001, (hereinafter referred to as the “**UN-Habitat**”) having its principal headquarters situate in Nairobi, Kenya, and for the purposes hereof, care of P. O. Box 30030, Nairobi, GPO 00100, Kenya, and *[Insert Partner Name and partner description]* (hereinafter referred to as “*[insert acronym of partner]*”) having its headquarters situate at *[insert partner location]* and for the purposes hereof care of *[insert partner address]*. The UN-Habitat and *[insert acronym of partner]* are hereinafter jointly and collectively referred to as the “**Parties**” and individually as the “**Party**”.

PREAMBLE:

WHEREAS, UN-Habitat is the coordinating agency within the United Nations System for human settlement activities and focal point for the monitoring, evaluation and implementation of the Habitat Agenda as well as the task manager of the human settlements chapter of Agenda 21 and responsible for promoting and consolidating collaboration with all partners, including local authorities and private and non-governmental organizations (NGO’s) in the implementation of the Habitat Agenda and and the Post-2015 Sustainable Development Goals (SDGs) in particular, Goal 11 of “*Making cities and human settlements inclusive, safe, resilient and sustainable*”; and

WHEREAS, *[insert acronym of partner]* has offered to assist UN-Habitat to *[insert project description]* (hereinafter referred to as the “**Pro-Bono Contribution**”);

WHEREAS, *[insert acronym of partner]*, after discussions with UN-Habitat, has determined that its offer will be to provide *[insert details of the Pro-Bono Contribution]* as set forth in this Agreement and **Annex B** (Purpose/Scope of the Pro-Bono contribution);

WHEREAS, UN-Habitat, having reviewed *[insert acronym of partner]* offer, wish to accept it subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties mutually agree as follows:

ARTICLE I

Agreement Documents

1. This Agreement together with the following annexes, herein stated below, which are attached hereto, incorporated herein and made part hereof (hereinafter referred to as the “**Agreement Documents**”) constitute the entire agreement between the Parties:

- (a) **Annex A:** UN-Habitat General Terms and Conditions (hereinafter referred to as the “General Conditions”); and
- (b) **Annex B:** Purpose/Scope of the Pro-Bono Contribution.

2. The Agreement Documents are complementary to one another. Except as may otherwise be specifically provide in this Agreement, in the event of any inconsistencies, conflicts, ambiguities or discrepancies between or among the Agreement Documents, this Agreement shall be interpreted on the basis of the following order of priority.

- a) First, this Agreement;
- b) Second, Annex A of this Agreement; and
- c) Third, Annex B of this Agreement.

ARTICLE II

Purpose and Pro-Bono Nature of Contribution

1. The purpose of this Agreement is to assist UN-Habitat, through [insert purpose of the pro-bono agreement] UN-Habitat acknowledge the need for [insert acronym of partner], pursuant to and without limiting Article 19 of the General Terms and Conditions (herein attached as **Annex A**), to adhere to relevant national and local laws, ordinances, rules and regulations, as well as the highest standards of moral and ethical conduct in the performance of the donated professional services.

2. [Insert acronym of partner] agrees to provide the Pro-Bono Contribution in accordance with this Agreement without any charge to UN-Habitat. Without limiting the generality of the foregoing, UN-Habitat shall not be responsible for any fees, costs, or expenses related to or incurred by [insert acronym of partner] in connection with this Agreement or the provision of the Pro-Bono Contribution. As a condition for the acceptance of [insert acronym of partner] Pro-Bono Contribution, none of the Parties shall incur any liability whatsoever toward the other Party or to any third party arising from or relating to this Agreement or from [insert acronym of partner] provision of the Pro-Bono Contribution and UN-Habitat’s acceptance of the Pro-Bono Contribution.

ARTICLE III

Services by [insert acronym of partner]

1. Following the procedures set forth in Article 4 hereof, the Pro-Bono Contribution shall be in accordance with the agreed Purpose/Scope of the Pro-Bono Contribution herein attached as **Annex B** to this Agreement. Under this Agreement, [insert acronym of partner] will assist UN-Habitat's efforts by providing [insert description of the Pro-Bono Contribution].
2. It is agreed that any products or improvements that are developed for UN-Habitat or as a result from the use of the Pro-Bono contribution to UN-Habitat, including any programming developments, will be and remain the property of UN-Habitat, and that [insert acronym of partner] shall won any general skills, know-how and expertise which it may discover, create, develop or derive in connection with the provisions of the Pro-Bono Contribution under this Agreement.
3. [insert acronym of partner] in the provision of the Pro-Bono Contribution remains the responsibility of [insert acronym of partner]. UN-Habitat agrees that in relation to the Pro-Bono Contribution and this Agreement, its relationship is solely with [insert acronym of partner]. Accordingly, for any claim relating to the Pro-Bono Contribution or this Agreement, UN-Habitat shall look only to [insert acronym of partner].
4. [insert acronym of partner] shall indemnify, hold and save harmless and defend at its own expense UN-Habitat, their officials, agents, servants and employees from and against all suits, claims and demands by third parties and liability to any third party, including but not limited to, all attorneys' fees, settlement payments, damages and all other related costs and expenses, based on, arising out of, related to, or in connection with:
 - (a) Any workmen's compensation claim or claim for wages for unemployment compensation by or in respect of any employee of [insert acronym of partner] or an employee of a subcontractor of [insert acronym of partner]; or
 - (b) Any acts or omissions of [insert acronym of partner] or any personnel, employees, officers, servant, agents or representatives of [insert acronym of partner], including subcontractors, causing or giving rise to:
 - (i) any intellectual property infringement, including, but not limited to, infringement of any trade-marks, brands, logos, service marks, rights in design, utility models, copyrights, trade and business names, rights relating to trade secrets or confidentiality, inventions, rights in computer software, moral rights, database rights and rights in internet domain names (whether or not any of these are registered and including any application for registration) and all rights of a similar nature in any part of the world, including rights to bring an action for passing off and tights to apply for protection in respect of any such rights ("Intellectual Property Rights") of any third party;
 - (ii) any breach of any confidentiality obligations under this Agreement or obligations relating to the security and inviolability of documentation and information of UN-Habitat (Articles 10, 11, and 12 hereof); and

(iii) any death, injury or illness or damage to real or personal property.

5. At any time of signature of this Agreement, if [insert acronym of partner] is not aware of any circumstances that could give rise to a conflict of interest or the appearance of a conflict of interest with regard to the provisions of this Article, without prejudice to or limiting the other provision of this Article, in order to avoid any potential conflicts of interest or appearance of conflict of interest, [insert acronym of partner] will not provide any Pro-Bono Contributions in respect of the clients of [insert acronym of partner], whether or not the clients are participating in the provision of Pro-Bono Contributions under this Agreement.

6. UN-Habitat shall not direct [insert acronym of partner] to, nor shall [insert acronym of partner] take actions under this Agreement that are within the mandates of departments or officers of UN-Habitat or that interfere with the performance of their mandated functions.

ARTICLE IV

[insert acronym of partner] activities to be undertaken only at the Request of UN-Habitat

1. The Pro-Bono Contribution shall be provided by [insert acronym of partner] according to Annex B: Purpose/Scope of the Pro-Bono Contribution. The Pro-Contribution will be delivered solely for the internal use and benefit of the mandated activities and affordable human settlements efforts of UN-Habitat and [insert acronym of partner] accepts no liability or responsibility to any third party whatsoever, except pursuant to [insert acronym of partner] indemnities under this Agreement.

2. [insert acronym of partner] represents that it possesses the requisite skill, personnel, resources and experience and, subject to the second sentence of paragraph 6 of this Article, that it is fully qualified, ready, willing and able, to provide the Pro-Bono Contribution under and in accordance with the terms and conditions of this Agreement.

3. [insert acronym of partner] shall be responsible for the professional and technical competence of its employees or other personnel and those of any sub-contractors, assigned to perform work under this Agreement and will select, for the performance of the Pro-Bono Contribution under this Agreement, reliable and competent individuals who will be able to professionally perform or deliver the Pro-Bono Contribution, who will respect the local customs and who will conform to the highest standards of moral and ethical conduct. [insert acronym of partner] shall notify the relevant focal point, in connection with any specific Pro-Bono Contribution of [insert acronym of partner] personnel (name and resume) so selected to perform or deliver the Pro-Bono Contribution on behalf of [insert acronym of partner].

4. Personnel assigned by [insert acronym of partner] to perform or deliver the Pro-Bono Contribution shall be professionally qualified and shall work cooperatively with officials or staff of UN-Habitat.

5. The qualifications of any personnel proposed by [insert acronym of partner] to perform or

deliver the Pro-Bono Contribution under this Agreement may be reviewed by UN-Habitat prior to the commencement by such personnel of the performance of any obligations under this Agreement.

6. Any personnel proposed by [insert acronym of partner] to perform or deliver the Pro-Bono Contribution under this Agreement may be interviewed by qualified staff or officials of UN-Habitat prior to the commencement by such personnel of the performance or delivery of any such obligations under this Agreement.

7. UN-Habitat may refuse to accept any personnel proposed by [insert acronym of partner] to perform or deliver the Pro-Bono Contribution under this Agreement.

8. UN-Habitat may, at any time, request in writing, the withdrawal or replacement of any [insert acronym of partner] employees or personnel or those of its subcontractors performing any obligations under this Agreement. [insert acronym of partner] shall immediately withdraw any such personnel for the activity; however, [insert acronym of partner] reserves the exclusive right to determine whether or not to replace such personnel provided that:

- (a) The withdrawal or replacement of any employees or personnel assigned by [insert acronym of partner] to perform or deliver the Pro-Bono Contribution under this Agreement shall be effected as quickly as reasonably possible;
- (b) Any request by UN-Habitat for the withdrawal or replace of an employee or personnel assigned by [insert acronym of partner] to perform or deliver the Pro-Bono Contribution under this Agreement shall not be considered as a termination, in whole, or in part, of this Agreement;
- (c) Any employee or personnel assigned by [insert acronym of partner] to perform or deliver any obligations under this Agreement shall not be withdrawn or replaced without reasonable consultation with UN-Habitat.

9. If any of the Pro-Bono Contribution required by UN-Habitat with regard to matters relating to the subject matter of this during the term of the Agreement or, after the Agreement has expired or has been terminated, it is understood by the Parties that any of the Pro-Bono Contribution shall be performed and delivered by UN-Habitat in accordance with their respective internal rules and regulations, administrative procedures, policies and practices.

10. Should UN-Habitat enter into any future contract with another contractor for any goods or services relating to a matter that involves the use the Pro-Bono Contribution, [insert acronym of partner] shall reasonably cooperate with such future contractor, as directed by UN-Habitat, including, inter alia, by sharing information with such future contractor.

ARTICLE V

Responsibilities of UN-Habitat

1. Under this Agreement, UN-Habitat, through its Urban Finance Section shall be responsible for the overall supervision and backstopping for the delivery of the Pro-Bono Contribution offered by [insert acronym of partner].

ARTICLE VI

Consultation

1. The Parties shall regularly consult with one another in order to achieve the purpose of this Agreement as per Article 2 herein above.

ARTICLE VII

Use of UN-Habitat Emblem and other Brand Material

1. Consistent with the General Terms and Condition herein attached as Annex A, [insert acronym of partner] agrees that any use of the name, emblem or official seal of the United Nations or UN-Habitat by [insert acronym of partner] in connection with this Agreement shall be subject to prior written agreement by UN-Habitat. In no event will authorization be granted for commercial purposes.

2. UN-Habitat agrees that the public reference to [insert acronym of partner] or the use of [insert acronym of partner] logo shall be subject to the prior written agreement of [insert acronym of partner].

ARTICLE VIII

Confidentiality

1. [insert acronym of partner] acknowledges that the confidentiality of the information provided by UN-Habitat to [insert acronym of partner] or by [insert acronym of partner] to UN-Habitat, for the purposes of this Agreement is of paramount importance. Accordingly, [insert acronym of partner] agrees to maintain the confidentiality of such information and for that purpose, agrees to the following provisions in addition to the provisions of confidentiality in the General Terms and Conditions, Article 13, Annex A, hereof.

2. “**Confidential Information**” shall mean any materials, documents, records, reports or information that are provided top or otherwise made available to [insert acronym of partner] by UN-Habitat and any such information or other materials or communications from [insert acronym of partner] to UN-Habitat or otherwise obtained or learned by [insert acronym of partner] in

connection with the negotiation of this Agreement or of any provision of the Pro-Bono Contribution under this Agreement, whether written, oral, electronic, recorded, photographic, or any other form, and in any medium, whether now known or hereinafter invented and whether or not such information is marked “Confidential”. Confidential Information shall include any content maintained on [insert acronym of partner] computers or files related to UN-Habitat. UN- Habitat acknowledges that all [insert acronym of partner] will remain confidential.

3. The Confidential Information shall be held in confidence by [insert acronym of partner] and shall be handled as follows:

- (a) [insert acronym of partner] shall not disclose, publish or disseminate the Confidential Information to any person or entity except in accordance with this Agreement and [insert acronym of partner] shall use such care as is necessary to prevent such disclosure, publication or dissemination of the Confidential Information, and [insert

[insert acronym of partner] hereby represents and warrants that such degree of care is reasonably designed to protect the confidentiality of Confidential Information from disclosure, publication and dissemination other than in accordance with this Agreement;

- (b) [insert acronym of partner] shall use the Confidential Information solely for the purpose for which it was disclosed;
- (c) [insert acronym of partner] shall implement appropriate internal procedures and safeguards regarding storage of and access to the Confidential Information, and provide UN-Habitat with written confirmation of the procedures and their implementation; and
- (d) [insert acronym of partner] may disclose Confidential Information to the following persons and entities:
 - (i) Its designated employees who have a need to know the contents of the Confidential Information in connection with the performance of this Agreement; and
 - (ii) Any other party with prior written consent of UN-Habitat.

4. Before disclosure to any other Parties referred to in paragraph 3(d) above, [insert acronym of partner] shall have written agreement with such party that is sufficient to require that the party to treat Confidential Information in accordance with this Agreement. In any event, [insert acronym of partner] accepts responsibility for any breach of the terms and conditions of this Article VIII by any of its employees, officials, representatives or subcontractors to whom Confidential Information has been disclosed.

5. [insert acronym of partner] shall have no obligation with respect to the confidentiality of any Confidential Information that:

- (a) now or hereafter becomes publicly known without breach of this Agreement by [insert acronym of partner];
- (b) was known by [insert acronym of partner] without any obligation of confidentiality prior to the date of this Agreement, or was independently developed by [insert acronym of partner] without the use of the Confidential Information;
- (c) was disclosed by [insert acronym of partner] by a third party who did not breach an obligation of confidentiality by making such disclosure; or
- (d) is called for by binding legal process of a competent legal authority having jurisdiction over [insert acronym of partner], provided that, before making any such disclosure, and unless otherwise prohibited from doing so pursuant to applicable law,

[insert acronym of partner] shall give prompt notice to allow the UN a reasonable opportunity to obtain a protective order to make such other action as may be appropriate to assert its privileges and immunities under the Convention on the Privileges and Immunities of the United Nations or the Convention on the Privileges and Immunities of the Specialized Agencies, as applicable, or otherwise under international and national law, and provided further that [insert acronym of partner] shall inform such competent legal authority that UN-Habitat, as the case may be, maintains that such information is inviolable and immune from search, requisition, confiscation, expropriation and any form of interference.

6. [insert acronym of partner] shall establish and maintain safeguards and procedures to ensure the integrity, security and confidentiality of Confidential Information used in any form and on any medium. [insert acronym of partner] shall inform UN-Habitat of such safeguards and procedures and shall implement any reasonable requests by UN-Habitat in that respect. Without limiting the generality of the foregoing, UN-Habitat data used by [insert acronym of partner] shall be confidential, and only designated [insert acronym of partner] employees shall have access to such data. All Confidential Information in any form and on any medium, including all copies thereof, disclosed or provided to [insert acronym of partner] shall be returned to UN-Habitat intact, complete and in the same order in which they were received by [insert acronym of partner], or at the request of UN-Habitat shall be destroyed promptly upon request of UN-Habitat and in any case, upon the expiration or termination of this Agreement in accordance with Article XII clause 6 hereof.

7. The obligations and restrictions hereunder regarding the Confidential Information shall remain effective following termination or expiration of this Agreement.

8. [insert acronym of partner] acknowledges and agrees that disclosure of the Confidential Information shall be considered a fundamental breach of this Agreement and that all remedies against such breach and/or legal prosecution may be available to UN-Habitat.

ARTICLE IX

Invulnerability of Documents

1. [insert acronym of partner] acknowledges that the Convention and Privileges and Immunities of the United Nations, I.U.N.T.S. 15 (1946). Accordingly, [insert acronym of partner] acknowledges that the UN archives and all documents belonging to UN-Habitat, including all documents provided by them for the purposes of this Agreement, are inviolable wherever located and by whomsoever held and, as such, shall be immune from search, requisition, confiscation, expropriation any form of interference, whether by executive, administrative, judicial or legislative action. [insert acronym of partner] agrees that, to the extent that disclosure of the documents provided by UN-Habitat to [insert acronym of partner] is requested pursuant to a legally binding order of a competent legal authority having jurisdiction over [insert acronym of partner], making any such disclosure or handling over such documents, and unless otherwise prohibited from doing so pursuant to applicable law, [insert acronym of partner] shall give UN-Habitat prompt notice to allow UN-Habitat a reasonable opportunity to obtain a protective order to make such other action as may be appropriate to assert its privileges and immunities under the United Nations Convention. [insert acronym of partner] further agrees that it shall inform such competent legal authority that the UN maintains that such documents are inviolable and immune from search, requisition, confiscation, expropriation and any form of interference. The foregoing

provisions shall apply equally, mutatis mutandis, in respect of the archives and documents that are or become parties to this Agreement, which enjoy comparable privileges and immunities as under the Convention of Privileges and Immunities of the Specialized Agencies, 33 U.N.T.S 261 (1947), or otherwise under international or national law. The obligations and restrictions hereunder regarding the inviolability of Documents shall remain effective following any termination or expiration of this Agreement.

ARTICLE X

Proprietary Rights

1. Consistent with the General Conditions, herein attached as **Annex A**, Article 8.0 thereof, [insert acronym of partner] agrees that all information and documentation provided by UN-Habitat under this Agreement remains the property of UN-Habitat. UN-Habitat shall own all right, title, and interest in and to the information and documentation, including but not limited to [insert other form of documentation], and other materials derived by [insert acronym of partner] from any material provided by [insert acronym of partner] to [insert acronym of partner] including through the conversion of materials to a format ready for display on [insert form of display] of [insert acronym of partner]. UN-Habitat hereby grant to [insert acronym of partner] a non-exclusive, non-transferrable, limited license, revocable at will by UN-Habitat, to use the information and documentation of UN-Habitat under the terms and conditions of this Agreement solely in connection with the provision of the Pro-Bono Contribution under this Agreement. Without prejudice to any other restrictions in this Agreement on the use of such information and documentation by [insert acronym of partner], [insert acronym of partner] may only make such copies of the information and documentation as may be necessary to perform and/or provide the Pro-Bono Contribution. Except for the limited license set forth herein, UN-Habitat expressly reserves all other rights in and to the information and documentation.

ARTICLE XI

Status of Parties and Personnel

1. The Parties acknowledge and agree that [insert acronym of partner] is an entity separate and distinct from UN-Habitat. The employees, personnel, representatives, agents or contractors of [insert acronym of partner] and its subcontractors shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or other affiliates of UN-Habitat nor shall any employees, personnel, representatives, agents or other affiliates of UN-Habitat be considered for any purpose whatsoever, as being employees, personnel, representatives, agents or other affiliates of [insert acronym of partner] or its subcontractors.

2. The Parties acknowledge and agree that the collaboration between the Parties as set forth in this Agreement is on a non-exclusive basis.

3. 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.

ARTICLE XII

Agreement Duration, Amendments, Withdrawal and Termination

1. This Agreement shall become effective in respect of any Party as and from the date that this Agreement has been signed by both the Parties (hereinafter referred to as the “**Effective Date**”), provided that, as of that date, the Agreement shall have been signed by [insert acronym of partner] and UN-Habitat. The term of this Agreement shall expire with the provision of [insert partner’s obligation as specified in Article 3, clause 1 and specify time (days/months) of completion of the Pro-Bon Contribution] or [insert specified time] from the signature of this Agreement by UN-Habitat, whichever may come earlier.
2. This Agreement may be amended or modifies only by means of a written amendment signed by authorized representatives of [insert acronym of partner] and UN-Habitat, and the Parties acknowledge and agree that no other purported amendment or modification of this Agreement shall have any force and effect whatsoever. Such written documentation shall apply to the Parties to this Agreement.
3. Any Party may withdraw from this Agreement for any reason by giving thirty (30) days notice in writing to the other Party.
4. Notwithstanding and in addition to the rights provided in clause 2 and 3 of this Article, and without prejudice to and in addition to any rights and remedies under this Agreement or otherwise, UN-Habitat in its sole discretion, may withdraw from this Agreement upon providing fifteen (15) days written notice to the other Party, in the event that [insert acronym of partner] is no longer performing and/or providing any of the Pro-Bono Contribution under this Agreement.
5. Any withdrawal from this Agreement by UN-Habitat or [insert acronym of partner] shall terminate this Agreement in respect of all Parties.
6. Upon receipt of written notice of withdrawal by either Party under this present Article, or a termination of this Agreement, [insert acronym of partner] shall take immediate steps to terminate activities under this present Agreement in respect of the Party or Parties affected by such withdrawal or termination, in a prompt and orderly manner. Upon receipt by such withdrawal or termination, [insert acronym of partner] shall undertake no forward commitments in respect of the Party or Parties concerned and shall return to UN-Habitat, within thirty (30) days, all data, information, suppliers and other property provided under this Agreement.

ARTICLE XIII

Settlement of Disputes

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

accordance with the Conciliation Rules of the United Nations Commission on International Trade Law (UNCITRAL) then obtaining or according to such other procedure as may be agreed between the Parties in writing.

2. Any dispute, controversy or claim between the United Nations and [insert acronym of partner] concerning the interpretation or application of this Agreement, unless settled amicably as per Article XIII (1) above, within sixty (60) days after receipt of written request for such amicable settlement, shall be referred at the request of either Party for final decision to a tribunal of three arbitrators, one to be named by the Secretary General of the United Nations, one to be named by [insert acronym of partner] and the third, who shall be the chairperson, to be chosen by the first two; if either Party fails to appoint an arbitrator within sixty (60) days of the appointment by the other Party, or if these two arbitrators should fail to agree on the third arbitrator within sixty (60) days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either Party. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim between the Parties.

ARTICLE XIV

Notices

1. Any notice required to be given by either Party under this Agreement shall be given in writing and shall be conveyed via certified or registered mail, return receipt requested, to the following addresses:

<u>To UN-Habitat</u>	<u>To [insert acronym of Partner]</u>
<p>For Operational Matters: Names: Title: Address: Telephone Number: Email Address:</p>	<p>For Operational Matters: Names: Title: Address: Telephone Number: Email Address:</p>
<p>For Financial and Policy Matters: Names: Title: Address: Telephone Number: Email Address:</p>	<p>For Financial and Policy Matters: Names: Title: Address: Telephone Number: Email Address:</p>

Notices delivered by hand, email or facsimile shall be deemed received (in the case of emails or facsimile as evidence by and on the date and at the time indicated in the email or facsimile transmittal confirmation), and those sent by certified or registered mail shall be deemed received as evidence by and on the date indicated in the return receipt signed by the recipient.

ARTICLE XV
Miscellaneous

1. The Parties acknowledge and agree as follows:
 - (a) [insert acronym of partner] shall be responsible for the payment of any taxes and custom duties arising from its activities under this Agreement;
 - (b) The headings and captions contained in this Agreement are inserted for convenience only and shall not constitute a part thereof;
 - (d) Should any provision of this Agreement be held by a competent authority to be void, invalid or otherwise unenforceable, the validity and enforceability of the other provisions shall remain unaffected;
 - (e) No terms or provisions of this Agreement shall be deemed waived and not breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to or excuse or waiver of a breach of this Agreement shall constitute a consent to or excuse or waiver of any other subsequent breach;
 - (f) This Agreement together with its Annexes hereto constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior agreements, understanding, communication and representations, whether oral or written, concerning the subject matter hereof. All rights not granted pursuant to this Agreement are reserved by the Parties.

IN WITNESS WHEREOF the undersigned duly authorized representatives of UN-Habitat and [insert acronym of partner], have signed this Agreement in two (2) originals at the place (s) and on the date (s) below written.

For UN-Habitat	For [insert acronym of partner]
-----------------------	--

[insert name]
[insert title]

[insert name]
[insert title]

[]	[]
Place: _____	Place: _____
Date: _____	Date: _____

ANNEX A

General Terms and Conditions

1.0 LEGAL STATUS OF THE PARTIES

The Cooperating Entity/Contractor shall be considered as having the legal status of an independent Cooperating Entity/Contractor *vis-à-vis* UN-Habitat. The Cooperating Entity's/Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN-Habitat.

2.0 COOPERATING ENTITY/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Cooperating Entity/Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement/Contract, reliable individuals who will perform effectively in the implementation of this Agreement/Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

3.0 ASSIGNMENT

The Cooperating Entity/Contractor shall not assign, transfer, pledge or make other disposition of this Agreement/Contract or any part thereof, or any of The Cooperating Entity's/Contractor's rights, claims or obligations under this Agreement/Contract except with the prior written consent of UN-Habitat.

4.0 SUB-CONTRACTING

In the event the Cooperating Entity/Contractor requires the services of sub-contractors, the Cooperating Entity/Contractor shall obtain the prior written approval and clearance of UN-Habitat for all sub-contractors. The approval of UN-Habitat of a sub-contractor shall not relieve The Cooperating Entity/Contractor of any of its obligations under this Agreement/Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Agreement/Contract.

5.0 INDEMNIFICATION

The Cooperating Entity/Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UN-Habitat, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Cooperating Entity/Contractor, or the Cooperating Entity/Contractor's employees, officers, agents or sub-contractors, in the performance of this Agreement/Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Cooperating Entity/Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement/Contract.

6.1 INSURANCE AND LIABILITIES

6.2 The Cooperating Entity/Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Agreement/Contract.

6.3 The Cooperating Entity/Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement/Contract.

6.4 The Cooperating Entity/Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Agreement/Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Cooperating Entity/Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Agreement/Contract.

6.5 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

6.4.1Name UN-Habitat as additional insured;

6.4.2 Include a waiver of subrogation of the Cooperating Entity/Contractor's rights to the insurance carrier against UN-Habitat; and

6.4.3 Provide that UN-Habitat shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

6.6 The Cooperating Entity/Contractor shall, upon request, provide UN-Habitat with satisfactory evidence of the insurance required under this Article 6.

7.0 ENCUMBRANCES AND LIENS

The Cooperating Entity/Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations and UN-Habitat against any monies due or to become due for any work done or materials furnished under this Agreement/Contract, or by reason of any other claim or demand against the Cooperating Entity/Contractor or the United Nations.

8.0 TITLE TO EQUIPMENT FURNISHED BY UN-HABITAT TO THE COOPERATING ENTITY/CONTRACTOR

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

9.1 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

9.2 Except as is otherwise expressly provided in writing in the Agreement/Contract, UN-Habitat shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Cooperating Entity/Contractor has developed for UN-Habitat under the Agreement/Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement/Contract, and the Cooperating Entity/Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-Habitat.

9.3 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Cooperating Entity/Contractor: (i) that pre-existed the performance by the Cooperating Entity/Contractor of its obligation under this Agreement/Contract, or (ii) that the Cooperating Entity/Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under this Agreement/Contract, UN-Habitat does not and shall not claim any ownership interest thereto, and the Cooperating Entity/Contractor grants to UN-Habitat a perpetual licence to use such intellectual property or other proprietary right solely for the purpose of and in accordance with the requirements of this

Agreement/Contract.

9.4 At the request of UN-Habitat, the Cooperating Entity/Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-Habitat in compliance with the requirements of the applicable law and of this Agreement/Contract.

9.5 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Cooperating Entity/Contractor under the Agreement/Contract shall be the property of UN-Habitat,

shall be made available for use or inspection by UN-Habitat at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-Habitat authorized officials on completion of work under the Agreement/Contract.

**10.0 PUBLICITY, USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS
AND UN-Habitat**

The Cooperating Entity/Contractor shall not advertise or otherwise make public for the purpose of commercial advantage or goodwill that it has a contractual relationship with the United Nations or UN-Habitat, nor shall the Cooperating Entity/Contractor, in any manner whatsoever use the name, emblem or official seal of UN-Habitat or the United Nations, or any abbreviation of the name of UN-Habitat in connection with its business or otherwise without prior written permission of UN-Habitat.

11.1 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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 this Agreement/Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

11.2 The Recipient shall:

11.2.1 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*

11.2.2 Use the Discloser’s Information solely for the purpose for which it was disclosed.

11.3 Provided that the Recipient has a written Agreement/Contract with the following persons or entities requiring them to treat the Information confidential in accordance with this Agreement/Contract and this Article 13, the Recipient may disclose Information to:

11.3.1 Any other party with the Discloser’s prior written consent; *and*

11.3.2 The Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Agreement/Contract, 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 this Agreement/Contract, *provided that*, for these purposes a controlled legal entity means:

11.3.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*

11.3.2.2 Any entity over which the Party exercises effective managerial control; *or*



11.3.2.3 For UN-Habitat, a governing organ or subsidiary organ of UN-Habitat established in accordance with the Charter of UN-Habitat.

11.4 The Cooperating Entity/Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of UN-Habitat, the Cooperating Entity/Contractor will give UN-Habitat sufficient prior notice of a request for the disclosure of Information in order to allow UN-Habitat to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.5 UN-Habitat may disclose Information to the extent as required pursuant to the Charter of United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

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

11.7 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement/Contract, including any extension thereof, and, unless otherwise provided in the Agreement/Contract, shall remain effective following any termination of the Agreement/Contract.

12.1 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

12.3 If the Cooperating Entity/Contractor is rendered unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement/Contract, UN-Habitat shall have the right to suspend or terminate this Agreement/Contract on the same terms and conditions as are provided for in Article 13, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-Habitat shall be entitled to consider the Cooperating Entity/Contractor permanently unable to perform its obligations under this Agreement/Contract in case the Cooperating Entity/Contractor is unable to perform its obligations, wholly, or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.4 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Cooperating Entity/Contractor. The Cooperating Entity acknowledges and agrees that, with respect to any obligations under this Agreement/Contract that the Cooperating Entity/Contractor must perform in areas in which the UN-Habitat is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under this Agreement/Contract.

13.0 TERMINATION

13.1 Either party may terminate this Agreement/Contract for cause, in whole or in part, upon thirty



(30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 15.2 ("Arbitration"), below, shall not be deemed a termination of this Agreement/Contract.

13.2 UN-Habitat may terminate forthwith this Agreement/Contract at any time should the mandate or the funding of the Project be curtailed or terminated, in which case the Cooperating Entity/Contractor shall be reimbursed by UN-Habitat for all reasonable costs incurred by the Cooperating Entity/Contractor prior to receipt of the notice of termination.

13.3 In the event of any termination by UN-Habitat under this Article, no payment shall be due from UN-Habitat to the Cooperating Entity/Contractor except for work and services satisfactorily performed in conformity with the express terms of this Agreement/Contract.

13.4 Should the Cooperating Entity/Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Cooperating Entity/Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Cooperating Entity/Contractor, UN-Habitat may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Agreement/Contract forthwith. The Cooperating Entity/Contractor shall immediately inform UN-Habitat of the occurrence of any of the above events.

13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of the United Nations or UN-Habitat under this Agreement/Contract or otherwise.

14.0 NON-WAIVER OF RIGHTS

The failure by either Party to exercise any rights available to it, whether under this Agreement/Contract or otherwise, shall not be deemed for any purpose 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 obligations under this Agreement/Contract.

15.1 SETTLEMENT OF DISPUTES

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

15.3 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Agreement/Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement/Contract, order the termination of the Agreement/Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement/Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Agreement/Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such

arbitration as the final adjudication of any such dispute, controversy, or claim.

16.0 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement/Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-Habitat.

17.1 TAX EXEMPTION

17.2 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that United Nations, including UN-Habitat, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemption of UN-Habitat from such taxes, restriction, duties or charges, the Cooperating Entity/Contractor shall immediately consult with UN-Habitat to determine a mutually acceptable procedure.

17.3 The Cooperating Entity/Contractor authorizes UN-Habitat to deduct from the Cooperating Entity/Contractor's invoice any amount representing such taxes, duties or charges, unless the Cooperating Entity/Contractor has consulted with UN-Habitat before the payment thereof and UN-Habitat has, in each instance, specifically authorized the Cooperating Entity/Contractor to pay such taxes, duties or charges under protest. In that event, the Cooperating Entity/Contractor shall provide UN-Habitat with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, UN-Habitat shall reimburse the Cooperating Entity/Contractor for any such taxes, duties or charges so authorized by UN-Habitat and paid by the Cooperating Entity/Contractor under written request

18.1 AUDITS AND INVESTIGATIONS

18.2 Each invoice paid by UN-Habitat shall be subject to a post-payment audit by auditors, whether internal or external, of UN-Habitat or by other authorized and qualified agents of UN-Habitat at any time during the term of this Agreement/Contract and for a period of three (3) years following the expiration or prior termination of this Agreement/Contract. UN-Habitat shall be entitled to a refund from the Cooperating Entity for any amounts shown by such audits to have been paid by UN-Habitat other than in accordance with the terms and conditions of this Agreement/Contract.

18.3 UN-Habitat may conduct investigations relating to any aspect of this Agreement/Contract or award thereof, the obligations performed under this Agreement/Contract, and the operations of the Cooperating Entity/Contractor generally relating to performance of this Agreement/Contract at any time during the term of this Agreement/Contract for a period of three (3) years following the expiration or prior termination of this Agreement/Contract.

18.4 The Cooperating Entity/Contractor shall provide its fully and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Cooperating Entity/Contractor's obligation to make available its personnel and any such relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UN-Habitat access to the Cooperating Entity/Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Cooperating Entity shall require its agents, including, but not limited to, the Cooperating Entity/Contractor's attorneys, accountants, or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN-Habitat hereunder.

19.0 LIMITATION ON ACTIONS

Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in this Agreement/Contract, any arbitral proceedings in accordance with Article 15.2, above, arising out of this Agreement/Contract must be commenced within three (3) years after the cause of action has accrued.

20.0 ESSENTIAL TERMS

The Cooperating Entity/Contractor acknowledges and agrees that each of the provisions in **Article 21 to 26** hereof constitutes an essential term of this Agreement/Contract and that any breach of any of these provisions shall entitle UN-Habitat to terminate this Agreement/Contract or any other contract with UN-Habitat immediately upon notice to the Cooperating Entity/Contractor, without any liability for termination charges or any other liability of any kind.

21.0 SOURCE OF INSTRUCTIONS

The Cooperating Entity/Contractor shall neither seek nor accept instructions from any authority external to UN-Habitat in connection with the performance of its services under this Agreement/Contract. Should any authority external to UN-Habitat seek to impose any instructions concerning or restrictions on the Cooperating Entity/Contractor's performance under this Agreement/Contract, the Cooperating Entity/Contractor shall promptly notify UN-Habitat and provide all reasonable assistance required by UN-Habitat. The Cooperating Entity/Contractor shall not take any action in respect of the performance of its obligations under this Agreement/Contract that may adversely affect the United Nations or UN-Habitat and the Cooperating Entity/Contractor shall perform its obligations under this Agreement/Contract with the fullest regard to the interests of UN-Habitat.

22.0 OFFICIALS NOT TO BENEFIT

The Cooperating Entity/Contractor warrants that it has not and shall not offer to any representative, official or employee, or other agent of the United Nations or UN-Habitat any direct or indirect benefit arising from or related to the performance of this Agreement/Contract or of any other Agreement/Contract with UN-Habitat or the award thereof, or for any other purpose intended to gain an advantage for the Cooperating Entity/Contractor.

23.0 OBSERVANCE OF THE LAW

The Cooperating Entity/Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement/Contract

24.0 CHILD LABOUR

The Cooperating Entity/Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Cooperating Entity/Contractor'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.

25.1 SEXUAL EXPLOITATION

25.2 The Cooperating Entity/Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Cooperating Entity/Contractor to perform any services under this Agreement/Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Cooperating Entity/Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, offers of employment or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any person.

25.3 UN-Habitat shall not apply the foregoing standard relating to age in any case in which the Cooperating Entity/Contractor's personnel or any other person who may be engaged by the

Cooperating Entity/Contractor to perform any services under the Agreement/Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Cooperating Entity/Contractor's personnel or such other person who may be engaged by the Cooperating Entity/Contractor to perform any services under this Agreement/Contract.

26.1 AUTHORITY TO MODIFY

No modification or change in this Agreement/Contract shall be valid and enforceable against UN-Habitat unless provided by an amendment to this Agreement/Contract signed by the Cooperating Entity/Contractor and a duly authorized official of UN-Habitat.

ANNEX B

Purpose/Scope of the Pro-Bono Contribution

- The Purpose/scope of the Pro-Bono Contribution should be a detailed analysis of the Pro-Bono Contribution being provided to UN-Habitat.

Annex 11: Request Form – Letter of Intent

	REQUEST FOR LETTER OF INTENT FORM (LOI)
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A. Organization Details
Name:

B. Summary of Letter of Intent	C. Financial Details (state currency)
Validity of Letter of Intent	
Starting:	Ending:

D. Payment Details (if any)	
Phase/Output	Amount in USD
Total:	

E. Approvals:			
	Name	Signature	Date
Requesting Officer			
Head Substantive Office			
Legal Officer	Saidou N’Dow		
Designated Signatory			

*Letter of Intent: Expresses the intention of parties to collaborate further with each other. This is often followed by an MOU, Contribution Agreement, or an AOC. The Letter of Intent is not legally binding.

LETTER OF INTENT

[Insert date]

Dear [Insert duly authorized signatory of the Partner],

RE: Letter of Intent for Partnership with [Insert name of the Organization]

Following your letter of intent for partnership with [insert name of the Organization] dated [insert dd/mm/yy], this letter signifies the agreement of the United Nations Human Settlements Programme (“UN-Habitat”) to cooperate with [insert name of partner] [insert acronym of partner] towards [insert details of the cooperation].

This cooperation will contribute to [insert objective of the partnership] in sharing knowledge, expertise, and coordinated responses and harnessing and mobilising resources to scale up interventions.

Consequently, UN-Habitat and [insert name of the Partner] seek to undertake several activities to achieve [insert intended outcome of the Partnership]. In this regard, UN-Habitat would be interested in cooperating with [insert name of the Partner] on, inter alia, the following issues:

- (i) [List all the areas of cooperation between UN-Habitat and the Partner].

In view of the foregoing and subject to the availability of start-up funds, the above could form the basis for a project to be jointly prepared and a strategy for the long term mobilization of funds to be designed.

I am confident that the collaboration between UN-Habitat and [insert name of the Partner] will be fruitful and of mutual benefit for achieving our goals for [insert objective of the partnership].

Yours Sincerely,

[insert name]
[insert title]
[insert office]

cc: [Insert relevant officials]

	<p>REQUEST FOR LEASE AGREEMENT FORM</p> <p style="text-align: right;">Agreement No:</p>
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A. Organization Details
Name: (Fill in the Lessor’s name)

B. Summary of Lease Agreement	C. Financial Details (state currency)
	Amount involved
Validity of Lease Agreement Starting:	Ending:

D. Payment Details (if any)	
Phase/Output	Amount in (state currency)
Total:	

E. Approvals:			
	Name	Signature	Date
Requesting Officer			
Head Substantive Office			
Legal Officer	Saidou N’Dow		
Designated Signatory			

LEASE AGREEMENT

BETWEEN

[INSERT NAME OF THE LANDLORD]

AND

UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

THIS LEASE AGREEMENT (hereinafter referred to as the “**Lease**”) is made and entered into by and between **[Insert name of the Landlord and address]** (hereinafter referred to as “the **Lessor**”) which expression shall where the context so admits include his/her successors and assigns of the first part; and the United Nations Human Settlements Programme (hereinafter referred to as “**UN-Habitat**”) represented by **[insert name, title and office]**, based in Nairobi, Kenya and for the purposes hereof care of P.O. Box 30030-00100, Nairobi, of the second part.

The Lessor and UN-Habitat (hereinafter collectively referred to the “**Parties**” and individually as the “**Party**”).

PREAMBLE:

WHEREAS, the Lessor is registered as **[insert details of the property including all appurtenances thereto and location]** (hereinafter referred to as the “**Property**”);

WHEREAS, the Lessor has agreed to Lease and UN-Habitat has agreed to take a Lease of **ALL THAT** property **[insert details of the property to be leased including acreage in square meters]** and more particularly described and delineated on the plan annexed hereto and registered in the Registry of **[insert the place of registration: if applicable, the Presentation Number, Volume Number, Folio Number and File Number]** (hereinafter referred to as the “**Premises**”) to UN-Habitat for a term of **[insert duration of the term in months or years]** subject to the covenants, agreements, conditions, stipulations and provisions hereinafter contained.

NOW THIS LEASE WITNESSETH AS FOLLOWS:

In consideration of the rent hereinafter reserved and paid by UN-Habitat, the Lessor **HEREBY LEASES** unto UN-Habitat:

1. The building known as **[insert name of the building]** on the **[insert floor number]** together with the parking spaces enumerated in **Annex 1** hereto, in the city of **[insert city]** the said building and parking spaces (hereinafter referred to as the “**Premises**”) **[being more fully described as follows: [insert description of the building as per the floor plan] [as shown on the [floor plan] [survey]]** annexed hereto as Exhibit A.

[If the building is to be shared with other occupants, the following provision should be included:

“**TOGETHER WITH** the use in common with other persons entitled thereto of the entrances to the building, its public halls, corridors, elevators, stairways and public toilets.]”

2. To be used as the UN-Habitat [insert country programme office] in the country for such other lawful purposes consistent and/or connected with the UN-Habitat work for a term of [insert number of months].
3. As agreed above, UN-Habitat shall pay the Lessor for the Premises a rent of US\$[insert amount] [United States Dollars insert amount in words] for every month of the term of this Lease. Such rent shall be payable within five (5) calendar days after the end of the calendar month to which the rent payment retains. In the event that UN-Habitat’s use and occupancy of the Premises is for less than a full month, the monthly rent shall be prorated accordingly.

[If, contrary to the above provision, rent is to be paid in advance for three months or longer, and UN Financial Rule 105.19 has been complied with, the following shall be added at the end of clause 3 above:

- “4. The Lessor shall issue a standby irrevocable letter of credit (or give a bank guarantee or other form of guarantee), in the amount of the maximum of any rent payable by the UN in advance, for the benefit of the UN and in a form acceptable to the UN.]”

UN-Habitat HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

4. **Repair and Maintenance**

- 4.1 UN-Habitat shall take reasonable care of the Premises and the fixtures and appurtenances therein. UN-Habitat shall not be responsible for (i) reasonable wear and tear; (ii) damage by the elements or circumstances over which the UN has no control; (iii) damages caused by, or resulting from, any acts or omissions by the Lessor, its employees, agents, representatives or subcontractors; or (iv) damages or defects set out in the inspection letter described in the next two succeeding sentences. The Parties agree that, at the time of execution of this Lease, the Parties shall undertake an inspection of the Premises and set forth in a letter (the “Inspection Letter”) any damage to or defects in the Premises or fixtures and appurtenances therein. If the Premises are made available to the UN-Habitat for occupancy after the date of execution of this Lease, the inspection letter shall be amended, at the request of the UN-Habitat, to reflect any further damage to or defects in the Premises or fixtures and appurtenances therein at such time. In addition, the Parties shall jointly carry out a further inspection at a mutually agreed time immediately subsequent to UN-Habitat vacating of the premises.
- 4.2 UN-Habitat shall have the right to make alterations, attach fixtures, signs, insignia or flag-staffs, and erect minor additions or structures in or upon the Premises. Such alterations, additions or structures shall include, without limitation, alterations, additions or structures required for Minimum Operating Security Standard Guidelines, as defined or recommended by the UN Security Coordinator. Such alterations, fixtures, signs, insignia, flagstaff, additions or structures so placed in or upon or attached to the Premises shall be and remain the property of UN-Habitat and may be removed therefrom by UN-Habitat prior to or within a reasonable time after the term of this Lease expires or is terminated in accordance with the terms hereof. Notwithstanding anything to the contrary herein UN-Habitat shall not be under any obligation to restore the Premises to the state and condition existing prior to UN-Habitat entering upon the same under this Lease with respect to any such alterations, fixtures, signs, insignia, flagstaff, additions or structures.
- 4.3 Where, with the prior written consent of the Lessor, capital improvements, or major alterations, renovations or additions are made to the Premises, (i) UN-Habitat shall be reimbursed for any and all

expenses incurred in connection with such improvements, alterations, renovations or additions pursuant to the next sentence of this article and (ii) UN-Habitat shall not be under any obligation to restore the Premises to the state and condition existing prior to UN-Habitat entering upon the same under this Lease with respect to such improvements, alterations, renovations or additions. Such prior written consent of the Lessor shall be set forth in writing and shall contain provisions for the reimbursement of all expenses incurred by UN-Habitat in connection with such improvements, alterations, renovations or additions, either through offsetting the expenses against rental payments or payment at their fair market value, in either case to be paid in full prior to the expiration of the Lease.

5. **Closure of the UN-Habitat Office**

5.1 It is further understood and agreed that in case the UN-Habitat decides to close the office of its Representative in the country, or to remove it from [insert city of the regional office], or to change the level of the UN-Habitat representation in the country, or in the event that UN-Habitat acquires its own property in the country, or decides to move its office into the United Nations system common premises, or is provided with premises by the government of the country, or in the event that the mandate or funding for the Representative or its mission is curtailed or terminated, UN-Habitat shall have the right to terminate this Lease upon giving prior written notice to the Lessor of not less than thirty (30) days, without the Lessor having the right to any payment, other than for rent to the date UN-Habitat vacates the Premises.

5.2 It is further understood and agreed that in case UN-Habitat decides to partially close the office of its Representative in the country, or to partially remove it from [insert city of the regional office], or to change the level of UN-Habitat representation in the country, or in the event that the UN-Habitat acquires its own property in the country, or decides to move its office into the United Nations system common premises, or is provided with premises by the government of the country, or in the event that the mandate or funding for the Representative or its mission is curtailed or terminated, such that as the result of any of the foregoing circumstances, UN-Habitat wishes to occupy less than the entire Premises, UN-Habitat shall have the right to vacate such portion of the Premises upon giving prior written notice to the Lessor of not less than thirty (30) days, and it shall have the right to a proportionate rebate or reduction of the rent payments from the date UN-HABITAT vacates such portion of the Premises.

6. **Inspection for Lessor**

Subject to clause 13 herein below, to permit the Lessor and the agents of the Lessor with or without workmen and others and with all necessary appliances at all reasonable times and upon giving UN-Habitat at least forty eight (48) hours' notice in writing and accompanied by a representative of UN-Habitat (save for emergency where the Lessor shall make all necessary and reasonable endeavours to notify the UN-Habitat) to enter upon the premises for the purpose of executing repairs for which UN-Habitat may not be liable under this Lease or any maintenance repairs, cleaning, alterations or other work to relating to the Premises or any part of the Premises or any adjoining premises or land or to the electricity or water supply or drainage in or under the Premises **PROVIDED THAT** the Lessor shall forthwith make good any damage caused thereby to the Premises.

7. **Pollution**

Not to permit to be discharged into the sewers, drains, main ducts, conduits, gutters, water-courses, wires, cables, channels, flues and all other conducting media including any fixtures, louvers, cowls, and other ancillary apparatus serving the Premises, any oil or grease or any deleterious measures to ensure that any effluent discharge into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.

8. **Nuisance**

Not to permit or suffer to be done on the Premises anything which shall be a nuisance or disturbance to the persons for the time being, owning or occupying any adjoining or neighbouring the Premises or which may cause structural damage to the Premises.

9. **UN-Habitat's Insurance**

9.1 UN-Habitat shall be responsible for the insurance of its own property, equipment and furnishings and of that of its employees in the Premises.

9.2 UN-Habitat shall be responsible for dealing with any claims by third parties for personal injury, loss, illness, death or damage to their property arising from its occupation and use of the Premises and attributable to the acts or omissions of UN-Habitat or of its servants or agents. The Lessor acknowledges and agrees that UN-Habitat may insure or self-insure against such risks.

10. **Vermin**

To report to the Lessor or the Lessor's agents the presence of white ants, bees and other destructive insects and the presence of any dry or wet rot, woodworm, leaks and dampness or other damage. Should the presence of any one or more of the same be observed or discovered and for the purposes of this clause, the Lessor shall be responsible for fumigating the Premises at the Lessor's expense and the Tenant shall make a periodical inspection of the Premises.

11. **Transfer, Sub-letting and Assignment**

During the term of this Lease, the UN shall have the right to sublet to any other UN organ or agency or governmental, intergovernmental or other international organization any part of the Demised Premises which exceeds the needs of the UN and is unoccupied by it. Except as provided in the immediately preceding sentence, the UN shall not transfer, assign or sublet the Demised Premises or any part thereof without the written consent of the Lessor, which consent shall not be unreasonably withheld. In the event of a transfer or assignment, the UN shall be relieved of all obligations under this Lease upon consummation of the transfer or assignment.

12. **Yielding Up**

12.1 Upon the expiration of the term of the Lease, UN-Habitat shall retain the right to renew the Lease for a further period of one year under the same terms, conditions and rent as set forth herein. In the event, UN-Habitat shall send a notice of its desire to renew the Lease to the Lessor not less than sixty (60) days before the expiration of this Lease. UN-Habitat's right to renewal shall end on [insert date and duration] after the commencement of this Lease. Any renewal of the Lease after that date stated above shall depend on the agreement of both the Lessor and UN-Habitat.

12.2 In the event that UN-Habitat decides to close down its [insert name of programme office] or to move it to [insert area] or to the United Nations compound pursuant to a resolution of the United Nations General Assembly, or to acquire its own property in the country, or to vacate the premises for any other reason, it shall have the right to terminate this Lease before the date of expiry of the term. It may do this by sending a written notice to the Lessor not less than ninety (90) days in advance. Having received such notice, the Lessor will have no right to any payment, other than for rent, with regard to the ninety (90) days until the termination date.

THE LESSOR HEREBY COVENANTS WITH UN-HABITAT AS FOLLOWS:

13. **Covenants and Conditions of Title**

13.1 The Lessor shall, prior to the execution of this Lease, provide authentic, complete copies of the following and attach the same as Exhibits B, C and D hereto: (i) a deed, certificate or other evidence of ownership of the Premises by the Lessor; (ii) a certificate of occupancy or other evidence that the Premises may be

used for the purposes envisioned by UN-Habitat; and (iii), if UN-Habitat is not the sole occupant of the building in which the Premises are located, a list of all other tenants of the building in which the Premises are located and any rules and regulations applicable to tenants of such building;

13.2 In the event of a sale, transfer or any conveyance of title or the creation of a mortgage or any other encumbrance affecting the Premises, the Lessor warrants that the Lease terms and conditions shall remain in full force and effect without prejudice to any rights UN-Habitat may have hereunder, including, but not limited to, the right to enjoy and use the Premises until its date of expiry as provided in this Lease or any extension or renewal thereof;

13.4 The Lessor represents and warrants that that, at the time of execution of this Lease, there are no outstanding mortgages, liens or other encumbrances affecting the Premises.

14. **Transfer, Sub-letting and Assignment**

14.1 The Lessor shall not assign, transfer, pledge or make other disposition of this Lease or any part thereof, or any of its rights, claims, or obligations under this Lease except with the prior written consent of UN-Habitat, which consent may be withheld at UN-Habitat's sole discretion;

14.2 In the event the Lessor requires the services of sub-contractors, the Lessor shall obtain the prior written approval and clearance of UN-Habitat for such sub-contractors. The approval by UN-Habitat of a sub-contractor shall not relieve the Lessor of any of its obligations under this Lease. The terms of any sub-contract shall be subject to and conform to the provisions of this Lease.

15. **Payment of Taxes/Rates/fees**

15.1 The Lessor undertakes to pay all/any stamp duties for any taxes or levies on the Premises and this Lease.

15.2 As Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the UN, including its subsidiary organs, is exempt from all direct taxes, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use, the Lessor undertakes full and sole responsibility for the payment of all taxes and for any other charges of a public nature which are or may be assessed in the future against the Premises. In the event any governmental authority refuses to recognize UN-Habitat's exemption from such taxes, duties or charges, the Lessor shall immediately consult with UN-Habitat to determine a mutually acceptable procedure.

15.3 The Lessor undertakes to furnish, at no additional cost to UN-Habitat, the services and utilities described in Annex A hereto. In addition, UN-Habitat shall have the right, where necessary, to generate, within the Premises, electricity for its use and to transmit and distribute electricity.

16. **Possession**

Upon execution of this Lease, the Lessor shall grant UN-Habitat possession of the Premises subject to UN-Habitat having made the requisite payments herein contained.

17. **Quiet Enjoyment**

The Lessor shall afford UN-Habitat peaceful and quiet enjoyment of the premises for the entire term of this lease and without any unlawful interruption or disturbance, and agrees that the premises may be used by UN-Habitat for purposes consistent with United Nations activities.

18 **Lessor's Insurance**

- 18.1 The Lessor undertakes during the term of this Lease to provide and maintain at its own cost public liability insurance, issued by an insurance company acceptable to UN-Habitat, which insurance shall hold UN-Habitat harmless, and name UN-Habitat as additional insured, from claims against it as occupant of the Premises, and the Lessor shall provide UN-Habitat with written proof that such insurance has been obtained and remains in effect;
- 18.2 The Lessor shall keep the Premises insured for all risks, including fire, explosion, civil strife, as well as earthquake, flood or other natural phenomenon, and war risks under a comprehensive policy issued by an insurance company acceptable to UN-Habitat, and shall make known to such insurance company the use to which the Premises will be put by UN-Habitat. The Lessor shall provide UN-Habitat with written proof that such insurance has been obtained and remains in effect;
- 18.3 The Lessor shall obtain for each insurance policy provisions providing for a waiver of subrogation of the Lessor's rights to the insurance carrier against UN-Habitat;
- 18.4 The Lessor shall be responsible for defending and satisfying any claims by third parties for personal injury, loss, illness, death or damage to their property occurring on or about the Premises and attributable to the acts or omissions of the Lessor or of its servants or agents, and shall indemnify, defend and hold UN-Habitat harmless against such claims;
- 18.5 The Lessor acknowledges and agrees that UN-Habitat may insure or self-insure against risks of water damage, all legal liability and liability by accident or occurrence.

19 **Repair and Maintenance**

- 19.1 The Lessor undertakes to maintain the Premises, including, without limitation, its foundations, pillars, beams, floors, roofs, terraces, walls and other structural parts, its entrances, public halls, corridors, and stairways, its main sewers, drains, gutters, window and door casings, and the like, its heating and air conditioning equipment, and toilets, and all building systems (including without limitation plumbing and electrical systems) in good repair and tenantable condition, including, without limitation, repainting and repairing at intervals of two years and, when their condition warrants, earlier attention. [Should the Premises consist of the entire building, the foregoing provision shall also apply in respect of such building]. For this purpose, and subject to UN-Habitat's agreement, the Lessor shall have the right, upon reasonable prior notice to UN-Habitat, and at reasonable times, to enter, inspect and make any necessary repairs to the Premises, and may enter the Premises forthwith whenever reasonably necessary to make emergency repairs. All such work shall be carried out with minimal disruption to UN-Habitat;
- 19.2 The Lessor shall be responsible for the maintenance and repairs of all elevators and, upon request from UN-Habitat, shall provide UN-Habitat with the certificate(s) of maintenance for any or all of the elevators serving the areas and floors occupied by UN-Habitat;
- 19.3 UN-Habitat shall be responsible for minor repairs to, and routine maintenance of, the Premises arising from its occupation and use of the Premises during the term of this Lease. Such minor repairs include the routine repair of locks, windows, doors, floors, fittings, appurtenances and sanitary ware.
- 19.4 The Lessor undertakes and agrees to maintain the sidewalks of the Premises [or, if the Premises do not consist of the entire building, the sidewalks of such building] in proper condition and free of [ice, snow and] any obstruction and to accept all liability in connection therewith.

[If the building is to be shared with other occupants, the following paragraph should be Included:

“19.5 The Lessor undertakes that no part of the building in which the Demised Premises are located shall be let or used for any illegal purpose or for gambling and, in considering potential tenants or any activities to take place in such building, the Lessor shall take into account that the UN is a tenant in the Demised Premises.]”

19.5 In the event of interruption or curtailment of any services maintained or required to be maintained in the premises due to strikes or technical causes, the Lessor undertakes to take such measures as may be necessary in the circumstances to restore the services without undue delay. UN-Habitat shall have the right to a proportionate abatement of the rent during the period of such interruption or curtailment.

20 **Lessor’s Consent**

Any consent required from the Lessor shall not be unreasonably withheld, conditioned or delayed.

21 **Access by the Lessor**

Not to enter the Premises without prior written notice to UN-Habitat and not to interfere with UN-Habitat’s equipment or Permitted Use, save in situations of emergency (when all reasonable endeavours will be made to notify UN-Habitat of any action to be taken and date and time of entry).

22 **Access and Right of Way**

To provide UN-Habitat with all the keys required for access to the Premises and to grant to UN-Habitat unrestricted access to the Premises during the term of this Lease, Twenty Four (24) hours a day, Three Hundred and Sixty Five (365) days in the year and a right of way over the land for the purpose of ingress and egress to and from the Premises.

23 **Advertising**

The Lessor shall not advertise or otherwise make public the fact that it is a Lessor of UN-Habitat, nor shall the Lessor, in any manner whatsoever, use the name, emblem or official seal of the UN or any abbreviation of the name of the UN and/or UN-Habitat in connection with its business or otherwise.

24 **Lessor’s Warranty and Undertaking**

24.1 The Lessor warrants that he/she has legal title to the land and has obtained the consent of any third party necessary to allow him to enter into this lease and the Lessor undertakes to immediately notify UN-Habitat upon receipt of any notice order or proposal relating to or affecting the Premises made or issued under or by virtue of any act or any rule, regulation, order or direction herein or under the bylaws of any competent authority which notice, order or proposal may in the reasonable opinion of the Lessor affect or interfere with UN-Habitat’s Permitted Use;

24.2 The Lessor warrants that no official of UN-Habitat has received or will be offered by the Lessor any direct or indirect benefit arising from this Lease. The Lessor agrees that breach of this provision is a breach of an essential term of this Lease;

24.3 In the event the Lessor fails to substantially fulfil any of the terms of this Lease, including without limitation the services referred to in Article 8 hereof, and such failure continues for a period of 30 (thirty) days following the delivery by the UN to the Lessor of written notice of such failure, the UN shall, without prejudice to any other right or remedy which the UN may have for such failure, have the right either (i) to terminate this Lease without prior notice or (ii) to take, at the Lessor’s cost and expense, any other measures which it may deem necessary to establish the conditions contemplated by this Lease;

[If advance payment of rent is made, the following paragraph should be added:

“24.4 Without prejudice to any other rights or remedies available to the UN against the Lessor, and notwithstanding any provision of this Lease to the contrary, should this Lease be terminated for any reason prior to the ending date set forth in Article 1 or any extension thereof, the Lessor shall refund to the UN the balance of any advance payment of rent after having deducted the rent corresponding to the period of the UN’s actual occupancy of the Demised Premises. Such refund shall be calculated as of the date the UN vacates the Demised Premises.]”

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

25 Termination

25.1 Either party may terminate this lease for any reason provided that the party wanting such termination of the lease shall give 3 months’ notice to the other party of its intention to terminate the lease.

25.2 In the event that either UN-Habitat or the lessor fails to substantially fulfill any of the terms and conditions of this lease, and without prejudice to any other remedy that the non-offending party may have for such failure, the non-offending party shall have the right to either terminate this lease without prior notice and/or at its option, to take any other measures which it may deem necessary to establish the conditions contemplated by this lease and at the entire cost and expense of the offending party.

25.3 Without prejudice to any other rights available to UN-Habitat against the lessor, and notwithstanding any provision of this lease to the contrary, should this lease be terminated by the UN-Habitat for any reason prior to the end of its term as set forth in Article 1 or any extension thereof, the lessor shall refund to UN-Habitat the balance of any advance payment after having deducted the rent corresponding to the period of UN-Habitat’s actual occupancy of the premises, or until the termination of the 90 days’ notice, whichever comes later.

26 Renewal

This Lease shall be renewable for an additional term of [insert number of months] at the option of UN-Habitat, upon a minimum of thirty (30) days’ prior written notice by UN-Habitat to the Lessor before the expiration of the initial term, under the same terms and conditions as are set forth herein. Such additional period may, in turn, be further extended pursuant to the terms of this clause 23.

[If the landlord is amenable to renewing the Lease on the same terms and conditions except for the monthly rent then the following provision may be added to the end of the first sentence of clause 23:

“, except for the rent which shall be adjusted on the basis of the rate of increase or decrease of the official consumer price index in [city] (or such other consumer price index agreed upon by the Parties [or its equivalent]) for the twelve (12) months immediately preceding the expiration of this Lease, or of such other index as the Parties may agree.]”

27 Damage/Destruction to the Premises

Should the Premises or any part thereof be damaged by fire or any other cause, this Lease shall: (i) in case of total destruction of the Premises, or upon the Premises being rendered unfit for further tenancy or for use by UN-Habitat, immediately terminate and (ii) in case of partial destruction or damage of the Premises, terminate at the option of UN-Habitat upon giving notice in writing to the Lessor within thirty (30) days after such fire or partial destruction or damage. [Should the Demised Premises not consist of the entire building, the foregoing sentence shall also apply in respect of any damage to, or destruction of, the building.] In the event of termination of this Lease under this article, no rent shall accrue to the Lessor after such total or partial destruction or damage. Should

UN-Habitat elect to remain in the Premises rendered partially untenable, it shall have the right to a proportionate rebate or reduction of the rent payments. In such circumstances, the Lessor shall promptly undertake repairs or permit UN-HABITAT to undertake repairs at the expense of the Lessor. Such permission shall be set forth in writing and shall provide for authorization of UN-Habitat to offset the expenses incurred on Lessor's behalf against the monthly rent and/or for prompt reimbursement by the Lessor to UN-Habitat of all such expenses.

28 Force Majeure; Other Changes in Conditions

28.1 If UN-Habitat is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Lease, UN-Habitat shall have the right to suspend or terminate this Lease on the same terms and conditions as are provided for in clause 22, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

28.2 *Force majeure* as used in this clause means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

29 Tax Exemption

29.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that United Nations, including UN-Habitat, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UN-Habitat exemption from such taxes, duties or charges, the Cooperating Entity/Contractor shall immediately consult with UN-Habitat to determine a mutually acceptable procedure.

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

30 Observance of the Law

The Lessor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Lease.

31 Notices

Any notice required to be given by either Party under this Lease shall be given in writing and shall be deemed given when actually received by the other Party, to the following addresses:

<p><u>To UN-Habitat</u> For Operational Matters: Names: Title: Address: Telephone Number: Email Address: For Financial and Policy Matters: Names: Title:</p>	<p><u>To the Lessor</u> For Operational Matters: Names: Title: Address: Telephone Number: Email Address: For Financial and Policy Matters: Names: Title:</p>
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<p>Office of Management Address: UN-Habitat, P.O. Box 30030 Nairobi 00100, Kenya Telephone Number: Email Address:</p>	<p>Address: Telephone Number: Email Address:</p>
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32 **Privileges and Immunities**

Nothing contained in this lease shall be deemed a waiver, express or implied, of any immunity from suit or legal process, or of any privilege, exemption or other immunity enjoyed by UN-Habitat whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other convention, law, decree of an international or national character or otherwise..

33 **Dispute Settlement**

33.1 The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Lease or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law ("UNCITRAL") then obtaining, or according to such other procedure as may be agreed between the Parties in writing;

33.2 Any dispute, controversy, or claim between the Parties arising out of this Lease or the breach, termination, or invalidity thereof, unless settled amicably under Article 20(a), above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under this Lease, order the termination of this Lease, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under this Lease, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNICTRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Lease, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

34 **Authority to Modify**

No modification or change in this Lease shall be valid and enforceable against either Party unless provided by an amendment to this Lease signed by the Lessor and a duly authorized official of UN-Habitat.

35 **Miscellaneous**

35.1 The clause headings in this Lease are inserted for ease of reference only and shall not be taken into account in its construction and interpretation.



- 35.2 Except as otherwise provided herein, the terms and provisions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35.3 The Lessor shall be considered as having the legal status of an independent contractor *vis-à-vis* UN-Habitat. The Lessor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN-Habitat.
- 35.4 The Lessor shall neither seek nor accept instructions from any authority external to the UN in connection with the performance of its services under this Lease. The Lessor shall refrain from any action that may adversely affect the UN and shall fulfill its obligations with the fullest regard to the interests of the UN.
- 35.5 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Lessor in connection with this Lease shall be the property of UN-Habitat, shall be treated as confidential and shall be delivered only to UN-Habitat authorized officials upon the termination of this Lease and, if earlier, promptly upon request therefor. The Lessor may not communicate at any time to any other person, government or authority external to UN-Habitat, any information known to it by reason of its association with the UN which has not been made public except with the authorization of UN-Habitat; nor shall the Lessor at any time use such information to private advantage. These obligations do not lapse upon termination of this Lease.
- 35.6 The time limits set down in this Lease may from time to time be extended upon reasonable request of either party thereto and upon mutual consent in writing of both Parties provided that such consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have signed this Lease in two (2) originals on the date(s) and at the place(s) below written.

For UN-Habitat	For [insert name of the Lessor]
<p style="text-align: center;">_____</p> <p style="text-align: center;">[insert name] [insert title]</p> <p>Place: _____</p> <p>Date: _____</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">[insert name] [insert title]</p> <p>Place: _____</p> <p>Date: _____</p>

ANNEX A
(If applicable)

Services referred to in Article 15 (15.3) and to be provided by the Lessor to UN-Habitat at no additional cost:

- (1) Passenger elevator service on UN-Habitat's official working days, from 8:00 a.m. to 8:00 p.m., it being agreed that at all other times there shall be one elevator subject to call;
- (2) Adequate heat or air conditioning, during the appropriate seasons, on the UN's official working days from 8:00 a.m. to 8:00 p.m. and Saturday's from 8:00 a.m. to 1:00 p.m.;
- (3) In the event the UN requests in writing heating or air conditioning outside of such hours, the Lessor shall provide the same and bill the UN at the rate of [redacted] per hour;
- (4) Hot and cold water for lavatory purposes;
- (5) Cleaning services, adequate to maintain the demised Premises in a condition and at a standard of cleanliness appropriate for the use for which they are intended by UN-Habitat;
- (6) Light and electricity;
- (7) Adequate light in public spaces and stairwells;
- (8) Rubbish disposal;
- (9) Toilet facilities, including necessary sewage facilities;
- (10) Provision for access to the demised Premises on all days and at all times and hours, whether business days or hours or otherwise;
- (11) Access to the demised Premises on all days and at all times and hours, whether business days or otherwise;
- (12) Mechanical services, if required by UN-Habitat, at the rate of [insert amount] per hour;
- (13) All other facilities and services which it makes available generally to tenants in the building; and
- (14) The following parking spaces: [insert number of parking spaces].

EXHIBIT A

[Insert floor plan or survey]



EXHIBIT B

[Insert deed, certificate or other evidence of ownership]



EXHIBIT C

[Insert certificate of occupancy]

LICENSE AGREEMENT

BETWEEN

THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

AND

[INSERT NAME OF PARTNER]

THIS LICENSE AGREEMENT is entered into by and between United Nations Human Settlements Programme originally established as the United Nations Center for Human Settlements (Habitat) by resolution of the General Assembly of the United Nations 32/162 of 19 December 1977, and thereafter transformed into a subsidiary organ of the General Assembly of the United Nations by its resolution 56/206 of 21 December 2001, with Headquarters in Nairobi, Kenya (hereinafter referred to as “UN-Habitat”), and the **[insert partner name, details of the partner and address]** (hereinafter referred to as **[insert acronym of partner]**). This agreement will be effective as of the date signed by both Parties below (hereinafter referred to as the “Effective Date”).

ARTICLE I

Licensed Content

1. **“Licensed Content”** means the content provided by UN-Habitat to **[insert acronym of partner]** pursuant to the delivery mechanism described in Article II herein below “Delivery”.
2. UN-Habitat grants to **[insert acronym of partner]** a temporary nonexclusive, worldwide, and royalty-free license to: copy, create derivative works based on, perform, display, and otherwise use the Licensed Content solely for the purpose of internally evaluating the Licensed Content for use with **[insert acronym of partner]** products or services. **[insert acronym of partner]** may use consultants and other contractors in connection with the performance of obligations and exercise of rights under this agreement, provided that such consultants and contractors will be subject to the same obligations as **[insert acronym of partner]**.
3. Except as otherwise provided in this Agreement, **[insert acronym of partner]** may not resell or otherwise transfer or allow the use of the Licensed Content, or any part thereof, directly or indirectly, by or for the benefit of, any person or organization (including, without limitation, **[insert acronym of partner]**’s other businesses and **[insert acronym of partner]**’s present and future parents, subsidiaries and affiliates) without the prior written approval of UN-Habitat.
4. **[insert acronym of partner]** agrees that it shall treat the Licensed Content as proprietary to UN-Habitat and that all information contained in the Licensed Content shall be kept strictly confidential by **[insert acronym of partner]**.
5. Except for the license rights granted in this agreement:
 - (a) UN-Habitat retains all rights in the Licensed Content;

- (b) each party retains all rights it would have independent of this agreement, including rights under the [insert country] Copyright Act or analogous laws in other jurisdictions. Nothing in this agreement will restrict [insert acronym of partner] from using content [insert acronym of partner] obtains from a source other than UN-Habitat under this agreement,
- (c) the Licensed Content constitutes proprietary information of substantial value to UN-Habitat, (d) [insert acronym of partner] receives no proprietary rights whatsoever in or to the Licensed Material, and title and ownership rights in and to the Licensed Material and all the rights therein and legal protections with respect thereto remain exclusively with UN-Habitat. [insert acronym of partner] shall not, and shall not assist any third party to, assert any rights in the Licensed Material or any component thereof or challenge N-Habitat's rights therein.
6. The parties acknowledge that the Licensed Content is made available to [insert acronym of partner] free of charge.

ARTICLE II

Delivery

1. Within five (5) days after the Effective Date, UN-Habitat will provide the Licensed Content to [insert acronym of partner] in accordance with [insert acronym of partner]'s technical requirements or as otherwise mutually agreed. UN-Habitat will provide to [insert acronym of partner] at least the Licensed Content described in Exhibit A.

ARTICLE III

Warranties and Indemnities

1. Each party represents and warrants that it has full power and authority to enter into this Agreement. UN-Habitat represents and warrants that it has all necessary rights to grant the licenses set forth in Section 1. Each party shall indemnify and defend the other and their directors, officers, employees, and agents from third party claims arising from or related to a breach of such party's representations and warranties. UN-Habitat shall indemnify and defend [insert acronym of partner] and its directors, officers, employees, and agents from third party claims arising from or related to [insert acronym of partner]'s authorized use of any Licensed Content or any other materials provided by UN-Habitat to [insert acronym of partner] under this Agreement.

ARTICLE IV

Disclaimers, Limitation of Liability

1. Except for the express warranties made by the parties in Article III herein above, the Parties disclaim all warranties, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, and non-infringement. except for (a) indemnities under Article III, and (b) breaches of confidentiality under Article V1 neither party will be liable for lost revenues or indirect, special, incidental, consequential, exemplary or punitive damages, and (b) neither party's aggregate liability for any claim arising out of or related to this agreement will exceed US\$10,000 (United States Dollars Ten Thousand)..

ARTICLE IV
Confidentiality

1. “**Confidential Information**” is information disclosed by a party to the other party under this agreement which is marked as confidential or would normally be considered confidential under the circumstances. Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was rightfully given to the recipient by another party.
2. The recipient will not disclose the Confidential Information except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Those people and entities may use Confidential Information only to exercise rights and fulfil obligations under this agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to discloser.
3. Neither party will make any public statement regarding the relationship contemplated by this agreement without the other’s prior written approval.

ARTICLE IV
Term and Termination

1. Unless terminated earlier in accordance with this agreement, this agreement will: (a) begin on the Effective Date; and (b) continue for [insert number of months] (the “Term”).
2. Either party may terminate this Agreement if the other party materially breaches any material provision of this agreement and fails to cure the breach within 30 days after receiving written notice of the breach from the non-breaching party. [insert acronym of partner] may terminate this Agreement immediately upon written notice to UN-Habitat if UN-Habitat breaches its representations and warranties under Article III of this agreement (“Warranties and Disclaimer”).
3. When the Agreement terminates, [insert acronym of partner] will use commercially reasonable efforts to destroy or return any tangible copies of the Licensed Content to UN-Habitat. Article I, (3 and 4) and Article III through to Article VII will survive any termination or expiration of this agreement.

ARTICLE IV
Notices

1. All notices required to be given shall be delivered to the mailing address or facsimile number set out below for each of the parties:

<p>To UN-Habitat</p> <p>For Operational Matters: Names: Title: Address: Telephone Number: Email Address:</p> <p>For Financial and Policy Matters: Names: Title: Address: Telephone Number: Email Address:</p>	<p>To [Insert Partner name]</p> <p>For Operational Matters: Names: Title: Address: Telephone Number: Email Address:</p> <p>For Financial and Policy Matters: Names: Title: Address: Telephone Number: Email Address:</p>
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2. Notice will be deemed given (a) when received if delivered in person, (b) when receipt is verified in writing if delivered by overnight courier, (c) when verified by receipt if delivered by registered or certified mail, or (d) when verified by receipt if delivered by email or facsimile.
3. Each party shall inform the other of any change of address.

ARTICLE V
Assignment

1. Neither party may assign or transfer any part of this agreement without the written consent of the other party, except to an affiliate but only if (a) the assignee agrees in writing to be bound by the terms of this agreement and (b) the assigning party remains liable for obligations under the agreement. Any other attempt to transfer or assign is void.

ARTICLE VI
Change of Control

1. A party may terminate this agreement if a third party or parties get the direct or indirect right to control the other party's management or policies. The terminating party must exercise its termination right within 30 days after notice of the other party's change of control. The termination will be effective immediately upon written notice.

ARTICLE VII
Force Majeure

1. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

ARTICLE VIII

No Waiver

1. Failure to enforce any provision will not constitute a waiver.

ARTICLE IX

Severability

1. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

Article X

No Agency

1. The parties are independent contractors, and this agreement does not create an agency, partnership or joint venture.

ARTICLE XI

No Third-Party Beneficiaries

1. There are no third-party beneficiaries to this agreement.

ARTICLE XII

Equitable Relief

1. Nothing in this agreement will limit either party's ability to seek equitable relief.

ARTICLE XIII

Dispute Resolution

1. **Amicable Resolution:** The Parties shall use their good faith efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

2. **Arbitration:** Any dispute, controversy or claim between the Parties arising out of this Agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest in excess of six percent per annum (6%/yr.), and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

ARTICLE XIV
Privileges and Immunities

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 UN-Habitat

ARTICLE XV
Amendments

1. Any amendments must be agreed upon in writing.

ARTICLE XVI
Miscellaneous

1. UN General Terms and Conditions Annex A: The Parties acknowledge and agree that sections 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15 through 18, 20 and 21 of the General Terms and Conditions are superseded by the applicable provisions of this Agreement or otherwise are inapplicable to this Agreement.

2. The parties may execute this agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

3. This agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreements on that subject.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the Effective Date.

[insert acronym of partner]

UN-Habitat:

By:

By: _____

Print

Name:

Print Name: _____

Title:

Title: _____

Date:

Date: _____

EXHIBIT A
Licensed Content



[Product-specific description to be added here]

ANNEX A
General Terms and Conditions

1.0 LEGAL STATUS OF THE PARTIES

The Cooperating Entity/Contractor shall be considered as having the legal status of an independent Cooperating Entity/Contractor *vis-à-vis* UN-Habitat. The Cooperating Entity's/Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UN-Habitat.

2.0 COOPERATING ENTITY/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Cooperating Entity/Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement/Contract, reliable individuals who will perform effectively in the implementation of this Agreement/Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

3.0 ASSIGNMENT

The Cooperating Entity/Contractor shall not assign, transfer, pledge or make other disposition of this Agreement/Contract or any part thereof, or any of The Cooperating Entity's/Contractor's rights, claims or obligations under this Agreement/Contract except with the prior written consent of UN-Habitat.

4.0 SUB-CONTRACTING

In the event the Cooperating Entity/Contractor requires the services of sub-contractors, the Cooperating Entity/Contractor shall obtain the prior written approval and clearance of UN-Habitat for all sub-contractors. The approval of UN-Habitat of a sub-contractor shall not relieve The Cooperating Entity/Contractor of any of its obligations under this Agreement/Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Agreement/Contract.

5.0 INDEMNIFICATION

The Cooperating Entity/Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UN-Habitat, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Cooperating Entity/Contractor, or the Cooperating Entity/Contractor's employees, officers, agents or sub-contractors, in the performance of this Agreement/Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Cooperating Entity/Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement/Contract.

6.0 INSURANCE AND LIABILITIES

6.1 The Cooperating Entity/Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Agreement/Contract.

6.2 The Cooperating Entity/Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement/Contract.

6.3 The Cooperating Entity/Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Agreement/Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Cooperating Entity/Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Agreement/Contract.

6.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

[insert Name of UN-Habitat with address] insured;

6.4.2 Include a waiver of subrogation of the Cooperating Entity/Contractor's rights to the insurance carrier against UN-Habitat; and

6.4.3 Provide that UN-Habitat shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

6.5 The Cooperating Entity/Contractor shall, upon request, provide UN-Habitat with satisfactory evidence of the insurance required under this Article 6.

7.0 ENCUMBRANCES AND LIENS

The Cooperating Entity/Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations and UN-Habitat against any monies due or to become due for any work done or materials furnished under this Agreement/Contract, or by reason of any other claim or demand against the Cooperating Entity/Contractor or the United Nations.

8.0 TITLE TO EQUIPMENT FURNISHED BY UN-HABITAT TO THE COOPERATING ENTITY/CONTRACTOR

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

9.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

9.1 Except as is otherwise expressly provided in writing in the Agreement/Contract, UN-Habitat shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Cooperating Entity/Contractor has developed for UN-Habitat under the Agreement/Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement/Contract, and the Cooperating Entity/Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-Habitat.

9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Cooperating Entity/Contractor: (i) that pre-existed the performance by the Cooperating Entity/ Contractor of its obligation under this Agreement/Contract, or (ii) that the Cooperating Entity/Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under this Agreement/Contract, UN-Habitat does not and shall not claim any ownership interest thereto, and the Cooperating Entity/Contractor grants to UN-Habitat a perpetual licence to use such intellectual property or other proprietary right solely for the purpose of and in accordance with the requirements of this Agreement/Contract.

9.3 At the request of UN-Habitat, the Cooperating Entity/Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-Habitat in compliance with the requirements of the applicable law and of this Agreement/Contract.

9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Cooperating Entity/Contractor under the Agreement/Contract shall be the property of UN-Habitat, shall be made available for use or inspection by UN-Habitat at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-Habitat authorized officials on completion of work under the Agreement/Contract.

10.0 PUBLICITY, USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS AND UN-Habitat

The Cooperating Entity/Contractor shall not advertise or otherwise make public for the purpose of commercial advantage or goodwill that it has a contractual relationship with the United Nations or UN-Habitat, nor shall the Cooperating Entity/Contractor, in any manner whatsoever use the name, emblem or official seal of UN-Habitat or the United Nations, or any abbreviation of the name of UN-Habitat in connection with its business or otherwise without prior written permission of UN-Habitat.

11.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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 this Agreement/Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

11.1.1 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*

11.1.2 Use the Discloser’s Information solely for the purpose for which it was disclosed.

11.2 Provided that the Recipient has a written Agreement/Contract with the following persons or entities requiring them to treat the Information confidential in accordance with this Agreement/Contract and this Article 13, the Recipient may disclose Information to:

11.2.1 Any other party with the Discloser’s prior written consent; *and*

11.2.2 The Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Agreement/Contract, 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 this Agreement/Contract, *provided that*, for these purposes a controlled legal entity means:

11.2.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*

11.2.2.2 Any entity over which the Party exercises effective managerial control; *or*

11.2.2.3 For UN-Habitat, a governing organ or subsidiary organ of UN-Habitat established in accordance with the Charter of UN-Habitat.

11.3 The Cooperating Entity/Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of UN-Habitat, the Cooperating Entity/Contractor will give UN-Habitat sufficient prior notice of a request for the disclosure of Information in order to allow UN-Habitat to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.4 UN-Habitat may disclose Information to the extent as required pursuant to the Charter of United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality and, prior to the disclosure by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement/Contract, including any extension thereof, and, unless otherwise provided in the Agreement/Contract, shall remain effective following any termination of the Agreement/Contract.

12.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

12.2 If the Cooperating Entity/Contractor is rendered unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement/Contract, UN-Habitat shall have the right to suspend or terminate this Agreement/Contract on the same terms and conditions as are provided for in Article 13, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-Habitat shall be entitled to consider the Cooperating Entity/Contractor permanently unable to perform its obligations under this Agreement/Contract in case the Cooperating Entity/Contractor is unable to perform its obligations, wholly, or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Cooperating Entity/Contractor. The Cooperating Entity acknowledges and agrees that, with respect to any obligations under this Agreement/Contract that the Cooperating Entity/Contractor must perform in areas in which the UN-Habitat is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under this Agreement/Contract .

13.0 TERMINATION

13.1 Either party may terminate this Agreement/Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 15.2 ("Arbitration"), below, shall not be deemed a termination of this Agreement/Contract.

13.2 UN-Habitat may terminate forthwith this Agreement/Contract at any time should the mandate or the funding of the Project be curtailed or terminated, in which case the Cooperating Entity/Contractor shall be reimbursed by UN-Habitat for all reasonable costs incurred by the Cooperating Entity/Contractor prior to receipt of the notice of termination.

13.3 In the event of any termination by UN-Habitat under this Article, no payment shall be due from UN-Habitat to the Cooperating Entity/Contractor except for work and services satisfactorily performed in conformity with the express terms of this Agreement/Contract.

13.4 Should the Cooperating Entity/Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Cooperating Entity/Contractor make an assignment for the benefit of its creditors, or should a **Reserve be applied to the amount of the** insolvency of the Cooperating Entity/Contractor, UN-Habitat **may**, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this

Agreement/Contract forthwith. The Cooperating Entity/Contractor shall immediately inform UN-Habitat of the occurrence of any of the above events.

13.5 The provisions of this Article 13 are without prejudice to any other rights or remedies of the United Nations or UN-Habitat under this Agreement/Contract or otherwise.

14.0 NON-WAIVER OF RIGHTS

The failure by either Party to exercise any rights available to it, whether under this Agreement/Contract or otherwise, shall not be deemed for any purpose 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 obligations under this Agreement/Contract.

15.0 SETTLEMENT OF DISPUTES

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

15.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Agreement/Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement/Contract, order the termination of the Agreement/Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement/Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Agreement/Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

16.0 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement/Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-Habitat.

17.0 TAX EXEMPTION

17.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that United Nations, including UN-Habitat, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemption of UN-Habitat from such taxes, restriction, duties or charges, the Cooperating Entity/Contractor shall immediately consult with UN-Habitat to determine a mutually acceptable procedure.

17.2 The Cooperating Entity/Contractor authorizes UN-Habitat to deduct from the Cooperating Entity/Contractor's invoice any amount representing such taxes, duties or charges, unless the Cooperating Entity/Contractor has consulted with UN-Habitat before the payment thereof and UN-Habitat has, in each instance, specifically authorized the Cooperating Entity/Contractor to pay such taxes, duties or charges under protest. In that event, the Cooperating Entity/Contractor shall provide UN-Habitat with written evidence that payment of such taxes, duties and charges has been made and appropriately authorized, UN-Habitat shall reimburse the Cooperating Entity/Contractor for any such taxes, duties or charges so authorized by UN-Habitat and paid by the Cooperating Entity/Contractor under written request

18.0 AUDITS AND INVESTIGATIONS

18.1 Each invoice paid by UN-Habitat shall be subject to a post-payment audit by auditors, whether internal or external, of UN-Habitat or by other authorized and qualified agents of UN-Habitat at any time during the term of this Agreement/Contract and for a period of three (3) years following the expiration or prior termination of this Agreement/Contract. UN-Habitat shall be entitled to a refund from the Cooperating Entity for any amounts shown by such audits to have been paid by UN-Habitat other than in accordance with the terms and conditions of this Agreement/Contract.

18.2 UN-Habitat may conduct investigations relating to any aspect of this Agreement/Contract or award thereof, the obligations performed under this Agreement/Contract, and the operations of the Cooperating Entity/Contractor generally relating to performance of this Agreement/Contract at any time during the term of this Agreement/Contract for a period of three (3) years following the expiration or prior termination of this Agreement/Contract.

18.3 The Cooperating Entity/Contractor shall provide its fully and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Cooperating Entity/Contractor's obligation to make available its personnel and any such relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UN-Habitat access to the Cooperating Entity/Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Cooperating Entity shall require its agents, including, but not limited to, the Cooperating Entity/Contractor's attorneys, accountants, or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN-Habitat hereunder.

19.0 LIMITATION ON ACTIONS

Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in this Agreement/Contract, any arbitral proceedings in accordance with Article 15.2, above, arising out of this Agreement/Contract must be commenced within three (3) years after the cause of action has accrued.

20.0 ESSENTIAL TERMS

The Cooperating Entity/Contractor acknowledges and agrees that each of the provisions in **Article 21 to 26** hereof constitutes an essential term of this Agreement/Contract and that any breach of any of these provisions shall entitle UN-Habitat to terminate this Agreement/Contract or any other contract with UN-Habitat immediately upon notice to the Cooperating Entity/Contractor, without any liability for termination charges or any other liability of any kind.

21.0 SOURCE OF INSTRUCTIONS

The Cooperating Entity/Contractor shall neither seek nor accept instructions from any authority external to UN-Habitat in connection with the performance of its services under this Agreement/Contract. Should any authority external to UN-Habitat seek to impose any instructions concerning or restrictions on the Cooperating Entity/Contractor's performance under this Agreement/Contract, the Cooperating Entity/Contractor shall promptly notify UN-Habitat and provide all reasonable assistance required by UN-Habitat. The Cooperating Entity/Contractor shall not take any action in respect of the performance of its obligations under this Agreement/Contract that may adversely affect the United Nations or UN-Habitat and the Cooperating Entity/Contractor shall perform its obligations under this Agreement/Contract with the fullest regard to the interests of UN-Habitat.

22.0 OFFICIALS NOT TO BENEFIT

The Cooperating Entity/Contractor warrants that it has not and shall not offer to any representative, official or employee, or other agent of the United Nations or UN-Habitat any direct or indirect benefit arising from or related to the performance of this Agreement/Contract or of any other Agreement/Contract with UN-Habitat or the award thereof, or for any other purpose intended to gain an advantage for the Cooperating Entity/Contractor.

23.0 OBSERVANCE OF THE LAW [dressee]

The Cooperating Entity/Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement/Contract

24.0 CHILD LABOUR

The Cooperating Entity/Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Cooperating Entity/Contractor'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.

25.0 SEXUAL EXPLOITATION

25.1 The Cooperating Entity/Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Cooperating Entity/Contractor to perform any services under this Agreement/Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Cooperating Entity/Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, offers of employment or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any person.

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

26.0 AUTHORITY TO MODIFY

No modification or change in this Agreement/Contract shall be valid and enforceable against UN-Habitat unless provided by an amendment to this Agreement/Contract signed by the Cooperating Entity/Contractor and a duly authorized official of UN-Habitat.

Annex 16: Template – Trust Fund Agreement

TRUST FUND AGREEMENT³

³ A Trust Fund Agreement is intended to set the purpose of a technical cooperation Trust Fund and the modalities for the payment, receipt and expenditure of technical cooperation Trust Fund moneys. Matters relating to other aspects of the relation between UN-Habitat and [insert name and address of the addressee] (such as, in the event the donor is a Government, relations with [insert acronym of partner])

BETWEEN

**THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME
AND**

[INSERT PARTNER NAME]

This Trust Fund Agreement (hereinafter referred to as the “**Agreement**”) is entered into between United Nations Human Settlements Programme, originally established as the United Nations Centre for Human Settlements (Habitat) by resolution of the United Nations General Assembly 32/162 of 19 December 1977, and thereafter transformed into a subsidiary organ of the United Nations General Assembly by its resolution 56/206 of 21 December 2001, (hereinafter referred to as the “**UN-Habitat**”) having its principal headquarters situate in Nairobi, Kenya, and for the purposes hereof, care of P. O. Box 30030, Nairobi, GPO 00100, Kenya, and **[Insert Partner Name and partner description]** (hereinafter referred to as “[insert acronym of partner]”) having its headquarters situate at **[insert partner location]** and for the purposes hereof care of **[insert partner address]**. The UN-Habitat and **[insert acronym of partner]** are hereinafter jointly and collectively referred to as the “**Parties**” and individually as the “**Party**”.

PREAMBLE:

WHEREAS, UN-Habitat is the coordinating agency within the United Nations System for human settlement activities and focal point for the monitoring, evaluation and implementation of the Habitat Agenda as well as the task manager of the human settlements chapter of Agenda 21 and responsible for promoting and consolidating collaboration with all partners, including local authorities and private and non-governmental organizations (NGO’s) in the implementation of the Habitat Agenda and the Millennium Development Goals of significantly improving the lives of at least 100 million slum dwellers by the year 2020; and

WHEREAS, UN-Habitat and **[insert acronym of partner]** have agreed to cooperate in the implementation of **[insert project description]** (hereinafter referred to as the “**Project**” and more fully described in **Annex A** attached hereto) subject to the terms and conditions set forth in this Agreement;

WHEREAS, **[insert acronym of partner]**, has informed UN-Habitat of its willingness to contribute funds to meet the costs of the Project (on the basis of the Project Document herein attached as **Annex A**, a copy of which has been provided to the representatives of **[insert acronym of partner]**);⁴

WHEREAS, it has been agreed between UN-Habitat and **[insert acronym of partner]** that UN-Habitat shall be responsible subject to the terms and conditions set forth in this Agreement for the

Host Governments with respect to holding of a conference, the establishment of a centre or other institution, the contribution of Governments towards expenses of UN-Habitat Offices, or matters relating to privileges and immunities to be accorded by Governments) should be subject to a separate agreement on which the Office of Legal Affairs should be consulted and established procedures followed.

⁴ **[insert name and address of the addressee]** Page 1
If a copy of the Project Document to which the recipient and UN-Habitat are parties is to be provided then the words within the brackets should be retained.

management of the funds contributed by [insert acronym of partner] (on the basis of the Budget including the Schedule of Payments herein attached as **Annex B**) to meet the costs of the Project;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties mutually agree as follows:

ARTICLE I
Agreement Documents

1. This Agreement together with the following annexes, herein stated below, which are attached hereto, incorporated herein and made part hereof (hereinafter referred to as the “**Agreement Documents**”) constitute the entire agreement between the Parties:

- (a) **Annex A:** Project document; and
- (b) **Annex B:** Budget including Schedule of Payments.

2. The Agreement Documents are complementary to one another. Except as may otherwise be specifically provide in this Agreement, in the event of any inconsistencies, conflicts, ambiguities or discrepancies between or among the Agreement Documents, this Agreement shall be interpreted on the basis of the following order of priority.

- (a) First, this Agreement;
- (b) Second, Annex A of this Agreement; and
- (c) Third, Annex B of this Agreement.

ARTICLE II
Financial Arrangements of the Trust Fund

1. The [insert purpose of the pro-bono agreement] shall, in a manner referred to in clause 2 below, place at the disposal of UN-Habitat the sum of [insert sum in US\$(in numbers) (US Dollars in words)] and UN-Habitat shall use such funds to meet the costs of the Project as set out in Annex A attached hereto.

2. [Insert acronym of partner] shall, in accordance with the Budget including the Schedule of Payments as set out in **Annex B** hereof, deposit the aforesaid funds, in convertible currencies of unrestricted use to the following account:

Bank Name :
Bank Address :
Bank Title :
Account Number :
ABA number :
SWIFT :

[insert name and address of the addressee]

3. UN-Habitat shall establish a Trust Fund under Financial Regulations and Rules of the United Nations for the receipt and administration of the aforesaid funds.

4. The Trust Fund and the activities financed therefrom shall be administered by UN-Habitat in accordance with the applicable United Nations regulations, rules and directives. Accordingly, personnel shall be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules and directives.
5. All financial accounts and statements shall be expressed in United States dollars (USD).

ARTICLE III
Charges on the Trust Fund

1. The Trust Fund shall be charged with expenditures incurred by UN-Habitat in the performance of activities under this Agreement.
2. The Trust Fund will also be charged with thirteen per cent (13%) of all expenditures from the Trust Fund, which percentage shall be a charge for programme support services provided by UN-Habitat in the implementation of the project(s) financed under the Trust Fund.
3. The Trust Fund will also be charged with an amount equivalent to one per cent (1%) of the remuneration or net salary of persons engaged by UN-Habitat, and whose engagement is financed by the Trust Fund, to provide a reserve for coverage of any claim for service-incurred death, injury or illness, under the applicable United Nations regulations and rules or contracts, which reserve cannot be refunded to the donor Government.

ARTICLE IV
UN-Habitat Responsibilities under the Trust Fund

1. UN-Habitat shall commence and continue to conduct operations under this Agreement on the receipt of the contributions in accordance with the Budget including Schedule of Payments as set out in **Annex B** hereof.
2. UN-Habitat will not make any commitments above the amounts specified for expenditure in **Annex A**.
3. If unforeseen expenditures arise, the UN-Habitat will submit a supplementary budget to **[Insert acronym of partner]** showing the further financing that will be necessary. If no such further financing is available, the assistance provided to the project(s) under this Agreement may be reduced or, if necessary, terminated by UN-Habitat. In no event will the UN-Habitat assume any liability in excess of the funds provided in the Trust Fund.

ARTICLE V
Property Ownership

1. Ownership of equipment, supplies and other property financed from this Trust Fund shall vest in UN-Habitat. On the termination or expiration of this Agreement, the matter of ownership shall be determined in accordance with the provisions of the applicable project agreement between the UN-Habitat and **[Insert acronym of partner]** or, should the applicable project Agreement not contain any such provisions, then the matter shall be a subject for consultations between **[Insert acronym of partner]** and UN-Habitat.

ARTICLE VI
Monitoring and Evaluation

1. Evaluation of the activities financed from this Trust Fund, including joint evaluation by the UN-Habitat and [Insert acronym of partner] shall be undertaken in accordance with the provisions contained in **Annex A** hereof.

2. This Trust Fund shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of the United Nations.

3. The UN-Habitat shall provide [Insert acronym of partner] with the following statements and reports prepared in accordance with UN-Habitat’s accounting and reporting procedures:
 - (a) An annual financial statement showing income, expenditures, assets and liabilities as of 31 December each year with respect to the funds provided by [Insert acronym of partner];
 - (b) A final report and a final financial statement within six (6) months after the date of expiration or termination of this Agreement.

ARTICLE VII
Notification

1. UN-Habitat shall notify [Insert acronym of partner] when, in the opinion of the UN-Habitat, the purpose for which the Trust Fund was established have been realized. The date of such notification shall be deemed to be the date of expiration of this Agreement, subject to the continuance in force of Article VII for the purposes there stated.

2. Any notice required to be given by either Party under this Agreement shall be given in writing and shall be deemed given when actually received by the other Party, to the following addresses:

<u>To UN-Habitat</u>	<u>To [insert acronym of Partner]</u>
For Operational Matters:	For Operational Matters:
Names:	Names:
Title:	Title:
Address:	Address:
Telephone Number:	Telephone Number:
Email Address:	Email Address:
For Financial and Policy Matters:	For Financial and Policy Matters:
Names:	Names:
Title:	Title:
Address:	Address:
Telephone Number:	Telephone Number:
Email Address: [Insert address of the addressee]	Email Address:

ARTICLE VIII
Termination

1. This Agreement may be terminated by either party on thirty (30) days' written notice to the other party, subject to the continuance in force of clause 2, herein below for the purposes there stated.
2. On termination or expiration of this Agreement under Articles VII, the funds will continue to be held by UN-Habitat until all expenditures incurred by UN-Habitat have been satisfied from such funds. Thereafter, any surplus remaining in the Trust Fund shall be [disposed of as indicated by [Insert acronym of partner]] used for a purpose determined by UN-Habitat in consultation with [Insert acronym of partner].⁵
3. 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 UN-Habitat.

ARTICLE IX
Settlement of Disputes

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with United Nations Commission on International Trade Laws (UNCITRAL) Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.

ARTICLE X
Entry into Force

1. This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF the undersigned duly authorized representatives of UN-Habitat and [Name of UN-Habitat Partner], have signed this Agreement in English and [Insert other UN Language] in two (2) originals at the place (s) and on the date (s) below written.

For UN-Habitat	For [insert acronym of partner]

[insert name and address of the addressee]

⁵ Choose the phrase within square brackets that applies.

<p>_____</p> <p>[insert name] [insert title]</p> <p>Place: _____</p> <p>Date: _____</p>	<p>_____</p> <p>[insert name] [insert title]</p> <p>Place: _____</p> <p>Date: _____</p>
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ANNEX A
[Insert Project Document]

ANNEX B

[Insert Budget including Schedule of Payments]

