

PROJECT AGREEMENT

BETWEEN

**THE DIRECTORATE GENERAL FOR ITALIAN CITIZENS ABROAD AND MIGRATION
POLICIES OF THE ITALIAN MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL
COOPERATION**

AND

THE UNITED NATIONS OFFICE FOR PROJECT SERVICES

CONCERNING

Support to Côte d'Ivoire's border control and management of migration flows

This Project Agreement dated as of December 06, 2024, is entered into between the United Nations Office for Project Services (hereinafter referred to as "UNOPS"), and Directorate General for Italian citizens abroad and migration policies of the Italian Ministry of Foreign Affairs and International Cooperation (hereinafter referred to as "Funding Source"), collectively with UNOPS the "Parties", or individually a "Party".

WHEREAS, UNOPS is a subsidiary organ established by UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, UNOPS is committed to providing advisory, implementation and transactional support services in sustainable project management, infrastructure and procurement;

WHEREAS, the Funding Source requests the assistance of UNOPS in carrying out the Activities as listed in Annex III;

AND WHEREAS, UNOPS agrees to provide such assistance;

NOW THEREFORE, the Parties hereto mutually agree to the following terms and conditions.

1. The total amount of the Funds shall be EUR 1.500.000,00 (one million five hundred thousand euros) as set out in Annex IV.
2. The Term of this Agreement shall commence on the Effective Date and shall continue for a period ending on May 06, 2026, unless terminated earlier in accordance with Article 2.23 of Annex II.
3. Expenditures will be eligible if made during the implementation period of the Project between the Effective Date and the End Date.
4. The Project, entitled "Support to Côte d'Ivoire's border control and management of migration flows", shall involve the procurement of border control management equipment to Côte d'Ivoire National authorities, as well as commissioning the equipment, and capacity-building activities.



5. The Agreement shall include the following Annexes, which form an integral part hereof and which shall take precedence over one another in case of conflict in the following order:

- a) Annex I: Special Conditions;
- b) Annex II: General Conditions;
- c) Annex III: Description of Activities;
- d) Annex IV: Budget;
- e) Annex V: Template Acceptance Document;
- f) Annex VI: Template Payment Request;
- g) Annex VII: Host Country Arrangements; and
- h) Annex VIII: Site Details.

In the event that the terms contained in the Annex(es) are incompatible with those contained in this Agreement, then the latter shall govern and prevail.

6. Any notice to the Funding Source shall be addressed to:

Ministry of Foreign Affairs and International Cooperation
Directorate General for Italian citizens abroad and migration policies
Piazzale della Farnesina 1
00135 Rome

Any notice to UNOPS will be addressed to:

UNOPS-AFR Sénégal MCO
Attn: Mrs. Silvia GALLO
Director
E-mail: mariasg@unops.org
Complexe SICAP Point E, Bâtiment C, 5ème étage, Dakar
SÉNÉGAL
Téléphone : +221 33 869 38 38

7. In accordance with Article 2.3 of Annex II, the Funding Source shall arrange for the transfer of the Funds to be made to the UNOPS Account:

Bank Name: BBVA – Banco Bilbao Vizcaya Argentaria S.A.
Address: Paseo de Recoletos 10, 28001 Madrid, Spain
Beneficiary name: UNOPS
Currency: EUR (euro)
Account #: 0201545592
IBAN: ES6201823994020201545592
SWIFT code: BBVAESMM
Clearing code: 0182
Branch code: 3994



Reference: 'Engagement number 24945'

8. This Agreement is entered into in accordance with the following instruments:

- (a) The 1946 Convention on the Privileges and Immunities of the United Nations; and
- (b) The Host Country Agreement with the Government of Côte d'Ivoire of 1998.

IN WITNESS WHEREOF, the duly authorised representatives of both Parties have signed this Agreement.

On behalf of the Funding Source:  Documento firmato da: VIGNALI LUIGI MARIA 09.12.2024 11:27:32 UTC (Signed) Luigi Maria Vignali Director General of the Directorate General for Italian citizens abroad and migration policies of the Italian Ministry of Foreign Affairs and International Cooperation Date: _____	On behalf of UNOPS:  (Signed) Silvia GALLO Director UNOPS-AFR Sénégal MCO Date: 06/12/2024
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ANNEX I – SPECIAL CONDITIONS

1 – INTRODUCTION

1. The provisions contained in this Annex I shall amend or otherwise complement the General Conditions in Annex II as indicated herein.

2 – IMPLEMENTATION OF SUPPLY CHAIN ACTIVITIES

1. UNOPS and the Funding Source agree that UNOPS will undertake to procure insurance of the Supplies in transit. The costs associated with UNOPS undertaking this task will be included in the Budget.

2. Procurement of diverse equipment and supplies

UNOPS will undertake all tasks related to procurement, shipping, and delivery of the equipment and supplies (goods) to the final destination specified by the Côte d'Ivoire Ministry of Interior (beneficiary) in accordance with UNOPS's rules and regulations. The costs associated (including insurance, and clearance) with UNOPS undertaking this task will be included in the Budget.

The total value of goods to be purchased shall not exceed USD 1,275,038.01 equivalent to EUR 1,120,361.28 as indicated in the project budget / Annex IV of this Arrangement.

The equipment and supplies (goods) needed were not provided by the Côte d'Ivoire Authorities (beneficiary) and will be developed during the "Definition of Needs" phase as detailed in the project document. Any goods to be procured under this Agreement must be approved by UNOPS and found to be acceptable under the UNOPS regulatory framework. The list of items will be reviewed and cleared by UNOPS Procurement Authorities through standard UNOPS procurement procedures at the initiation of solicitation processes.

Where the Activities require that the Funding Source (and/or the Embassy of Italy in Côte d'Ivoire) and/or Côte d'Ivoire authorities/beneficiaries / end users obtain or assist with obtaining permits, licenses, and other official approvals or that the Funding Source (and/or the Embassy of Italy in Côte d'Ivoire) and/or Côte d'Ivoire authorities/beneficiaries/end users furnishes powers of attorney or other authorizations to UNOPS, the Funding Source (and/or the Embassy of Italy in Côte d'Ivoire) and/or Côte d'Ivoire authorities/beneficiaries/end users will cooperate in a timely and expeditious manner.

UNOPS, through contractors and/or its suppliers are responsible for clearing the goods at customs. This notwithstanding the Funding Source (and/or the Embassy of Italy in Côte d'Ivoire) and/or Côte d'Ivoire authorities/beneficiaries or end users may facilitate the process of customs clearance upon request from UNOPS, expenses for which will be covered in the Budget in Annex IV.

UNOPS may request the support of the Funding Source (and/or the Embassy of Italy in Côte d'Ivoire) and/or Côte d'Ivoire authorities / beneficiaries / end users to ensure safe delivery of the goods to their final destination.

UNOPS or, where applicable, the supplier(s) will inform the Funding Source of any potential or actual delivery delay, including its likely duration and its cause(s), as soon as UNOPS or, where applicable, the supplier(s) obtain information on such delay. UNOPS will make good faith efforts to ensure that any actual delivery delays are minimised.



Upon arrival of the Supplies at the Place of Delivery, UNOPS will promptly prepare a Receipt and Inspection Report to be signed by the beneficiary (Ministry of Interior / the relevant authority) who received these Supplies and will retain it in a file relating to this Agreement. A template for this report is set out in Annex V of such a document available to the Funding Source upon request.

Upon delivery and signature of the acceptance document set in Annex V, the beneficiary (Ministry of Interior) will have sole liability for the Supplies.

Without limitation to Article 2.21 of Annex II, UNOPS does not assume liability with regard to any claims arising out of or, relating to or, connected with this Arrangement, including but not limited to those arising out of or, relating to any defect in the use of the Supplies or the provision of Activities, or otherwise, unless caused by UNOPS' failure to carry out the Activities with reasonable diligence. UNOPS' total liability in any event will not exceed the value of the Funds attributable to UNOPS under this Arrangement.

3 – INTEREST

1. Any interest accrued on the cash balances of Funds received by UNOPS under this Agreement shall be credited to the Project account to be used for project activities.

4 - Timelines are indicative only

Notwithstanding anything to the contrary in this Agreement, all references to timelines are indicative and UNOPS shall not bear any liability for delays occasioned by factors beyond its control.

ANNEX II – GENERAL CONDITIONS

SECTION 1 – DEFINITIONS

Activities – means the activities set out in Annex III.

Advisory Activities – means the activities set out in Annex III and Section 6 of Annex II.

Affected Party – means the Party affected by a Force Majeure.

Agreement – means this Project Agreement dated and effective as per the Terms of the Agreement.

Business Day – means any day of the year other than recognized weekends or holidays in the relevant office location.

Contractor – means an individual or entity hired by UNOPS to provide materials or labour or to carry out works.

Defects Notification Period – means the period following the issuance of the Taking Over Certificate for which UNOPS may notify the Contractor of defects in the Project and the Contractor is liable to repair the defects.

Effective Date – means the date of signature by all Parties.

Environmental Management System – means the system that manages UNOPS' environmental and sustainability performance with respect to infrastructure activities.

Financial Regulations and Rules – means Organizational Directive 3 UNOPS Financial Regulations and Rules.

Funding Source – means the party as defined in the Terms of the Agreement.

Final Completion Certificate – means the certificate issued by UNOPS to a Contractor on the completion of the performance of the Contractor's duties following the conclusion of the Defects Notification Period.

Force Majeure – means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes

beyond the control and without the fault or negligence of either Party.

Funds – means the amount of money provided by the Funding Source to implement the Activities, as defined in Clause 1 of the Agreement.

IATI – means the International Aid Transparency Initiative.

Implementation Activities – means the Activities set out in Annex III and Section 7 of Annex II.

Payment Request – means the document requesting payment of the full amount set out in the Pro Forma Invoice in accordance with the template in Annex VI.

Place of Delivery – means the delivery location, specified in a duly submitted Pro Forma Invoice following consultation between UNOPS and the Funding Source, to which the Supplies will be delivered.

Pro Forma Invoice – means the document included in Annex III provided by UNOPS to the Funding Source in response to a Procurement Request and issued in accordance with the relevant Incoterms as indicated on the document.

Procurement Request – means the document requesting UNOPS undertake the procurement and delivery of Supplies under this Agreement.

Project – means the title and description provided in Clause 4 of the Agreement.

Supplies – means the supplies listed in Annex III.

Site – means the location or locations where the Project is being executed.

Taking Over Certificate – means the certificate issued by UNOPS to a Contractor on the substantial completion of the Contractor's duties and upon UNOPS being satisfied that any omissions or defects with respect to the relevant works do not prevent the premises from being utilised by the end user.

Term – means the effective period of this Agreement commencing and ending on the dates stipulated in the Terms of the Agreement.

SECTION 2 – CONDITIONS

2.1 – ACTIVITIES

1. This Agreement sets out the terms and conditions under which UNOPS shall carry out Activities for/under the Project, with the scope of such Activities being further defined in Annex III.
2. UNOPS shall carry out the Activities for which it is liable under this Agreement in accordance with the relevant organizational directives and administrative instructions including UNOPS Financial Regulations and Rules.

2.2 – TOTAL COST OF ACTIVITIES

1. UNOPS' direct and indirect costs will be recovered in accordance with the Budget as set out in Annex IV and in compliance with UNOPS policy framework. For further information, please refer to the OLFG.2018.07 – Engagement Pricing and Costing, which is available on the UNOPS website.

2.3 – TRANSFER OF FUNDS

1. Unless otherwise stated in the Special Conditions, the Funding Source shall transfer, promptly after the Effective Date of this Agreement, the total amount of the Funds to UNOPS in accordance with Clause 7 of the Agreement.

2.4 – CURRENCY

1. All financial accounts and statements shall be expressed in USD. Any net exchange gains and net exchange losses will be treated as either income or expenditure and accordingly will be added to or deducted from the Funds available for the Project.

2.5 – INTEREST

1. Any interest accrued on the cash balances of Funds received by UNOPS under this Agreement shall be:
 - Option 1: credited to the UNOPS account
 - Option 2: credited to the Project account
 - Option 3: returned to the Funding source

The choice between these options shall be stated in art. 3 of the Special Conditions. If no option is stated, Option 1 will be applied by default according to UNOPS FRR 123.18: "any interest earned on such project funds shall be credited to the UNOPS 'other Operating revenue' account unless otherwise agreed in the respective project agreement".

For further information, please refer to the OI.ED.2021.01- Investment Principles, which are available on the UNOPS website.

2.6 – SUFFICIENT FUNDS

1. UNOPS shall not be required to commence or continue, as the case may be, the provision of the Activities until the payment referred to in Article 2.3 of Annex II has been received and shall not enter into obligations in excess of the Funds received. Except as otherwise agreed upon in writing between the Parties, UNOPS shall not be liable for costs required for the implementation of the Activities, other than those specific in Annex IV.
2. If unforeseen increases in expenditures or commitments are expected or realized, UNOPS shall submit to the Funding Source on a timely basis a supplementary estimate for additional required financing. The Funding Source will endeavour to obtain the additional Funds required. If the additional financing required is not forthcoming from the Funding Source, the Activities under this Agreement may be reduced, suspended or terminated by UNOPS.

2.7 – REPORTING

1. UNOPS shall provide the Funding Source with the following reports/statements prepared in USD and in accordance with UNOPS' standard requirement and formats.
 - (a) Quarterly progress reports and interim financial statements;
 - (b) An annual certified financial statement as of 31 December every year to be submitted no later than 31 July of the following calendar year;
 - (c) A final certified financial statement is to be submitted no later than 31 July of the year following the financial closing of the Project;
 - (d) A final narrative report shall be due within three months of the end date of the Activities.

2.8 – ASSETS AND INTELLECTUAL PROPERTY RIGHTS

1. Ownership of equipment, supplies and other tangible assets purchased from the Funds will vest in UNOPS unless otherwise agreed, or until such time as UNOPS transfers such property to a third party for the benefit of the Project.



2. UNOPS 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 or other materials developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of this Agreement.

2.9 – AUDIT

1. It is understood and agreed that all contributions to UNOPS, including the Funds made available by the Funding Source under this Agreement, are subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations and Rules and further regulated by the Executive Board of UNDP/UNFPA/UNOPS. Disclosure of audit reports is regulated by the audit disclosure policies applicable to UNOPS.
2. Should the Funding Source wish to request, on an exceptional basis, a Project-specific audit to be conducted by UNOPS, the Funding Source and UNOPS shall first consult as to whether such an audit is necessary. Following agreement of the Parties, the costs of any such audit shall be paid by the Funding Source

2.10 – INSTRUCTIONS FOR USE OF FUNDS

1. Commitments with respect to the Funds may only be entered into by persons named in this Agreement or an individual with delegated authority to do so.

2.11 – CONFLICT OF INTEREST

1. The Funding Source shall disclose to UNOPS, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

2.12 – ANTI CORRUPTION

1. In accordance with the United Nations Staff Regulations and Rules, UNOPS requires its personnel not to accept any honour, decoration, gift or remuneration from any third parties, if such acceptance is incompatible with their status as international civil servants. Similarly, UNOPS requires that its personnel will not at any time and in any way use information known to them by reason of their official position, to their private advantage and that they will not accept, hold or engage in any office or occupation which is incompatible with the proper discharge of their duties with UNOPS.

2. Where appropriate UNOPS shall promptly terminate arrangements with grantees, implementing partners, recipients, partners, contractors or agents involved in irregularities, fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by UNOPS and financed under this Agreement, and shall take all reasonable measures to recover funds unduly paid. UNOPS will credit any funds so recovered to the Project account in accordance with its organizational directives and administrative instructions. Any costs incurred by UNOPS in connection with the recovery of such misused funds shall be chargeable to the Project account.
3. UNOPS shall immediately inform the Funding Source of any illegal or corrupt practice in any activity financed under this Agreement, whether or not under UNOPS' responsibility, to the extent such notification does not jeopardize the conduct of UNOPS' investigation.

2.13 – COUNTER TERRORISM

1. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Parties are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Funding Source to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. To those ends, UNOPS is committed to taking appropriate steps to ensure that funding provided by the Funding Source to support the Project is not used to provide assistance to, or otherwise support, terrorists or terrorist organizations, and will inform Funding Source in accordance with its organizational directives and administrative instructions.

2.14 – CHILD PROTECTION

1. UNOPS will not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. UNOPS will undertake to protect children from abuse of all kinds in the implementation of Activities.

2.15 – BRANDING

1. The Funding Source's support will receive substantial recognition in publications, media, speeches and other announcements in accordance with UNOPS' organizational directives and administrative instructions.

2.16 – THIRD PARTY ARRANGEMENTS

1. Where appropriate UNOPS shall promptly terminate agreements with partners, contractors or agents, involved in irregularities, fraudulent behaviour or corrupt practices in connection with this or any other actions implemented by UNOPS and financed under this Agreement, and take all reasonable measures to recover Funds unduly paid.

2.17 COOPERATION

1. The Funding Source shall at all times provide UNOPS in a timely manner with any and all information that may affect the provision of Funds and performance of the Activities, inform UNOPS of any developments relating to the Activities, and do all things necessary to enable UNOPS to carry out the Activities as set out in this Agreement.

2.18 – CONFIDENTIALITY, DISCLOSURE AND TRANSPARENCY

1. It is understood and agreed that all external and internal information with respect to this Agreement, except for information explicitly categorized by either Party as confidential and without limitation to Article 2.9.1 of Annex II, is subject exclusively to the disclosure and transparency requirements of UNOPS in accordance with its organisational directives and administrative instructions, as well as the IATI Standard.
2. UNOPS shall keep the Funding Source informed of any changes, deviations or occurrences that may substantially influence the implementation of this Agreement
3. The Parties agree that the documents provided or generated in connection with this Agreement shall only be made available to the public after both Parties have granted their written consent to such disclosure.

2.19 – GRANTS MANAGEMENT

1. In the event that the Funding Source and UNOPS agree to incorporate grant support as a funding modality under this Agreement, this shall be undertaken in accordance with the relevant UNOPS organizational directives and administrative instructions.

2.20 – PRE-SELECTION

2. In the event the Funding Source seeks to undertake pre-selection of contractor(s), the

Funding Source shall provide UNOPS with the name(s) of the contractor(s). The following provisions in this Article 2.20 shall also apply.

3. In undertaking any pre-selection of contractors, it is understood and agreed that the Funding Source has followed its own internal procurement procedures for the selection of the contractor(s).
4. Where UNOPS shall provide its normal oversight and supervision of the contractor(s), the Funding Source takes full responsibility for the selection and understands that any subsequent issues regarding the inability of the contractor(s) to deliver, or the contractor(s) not meeting the international standards of conduct, are the responsibility of the Funding Source.
5. The Funding Source authorizes UNOPS to contract the contractor(s) with the Funds, without carrying out the normal UNOPS procurement procedures.

2.21 – INDEMNITY AND LIMITATION OF LIABILITY

1. The Parties acknowledge and agree that it is not the purpose of this Agreement to create a partnership, joint venture or similar arrangement whereby the Parties could be held jointly liable vis-a-vis third parties or for any other purposes. Nothing herein shall constitute a commitment by UNOPS to provide financing to the Funding Source in respect of the Project or otherwise.
2. In case of claims of any nature, including misuse of Funds, or loss of or damage to equipment and/or Supplies, UNOPS shall, if appropriate contest or pursue settlement of such claims. UNOPS shall credit Funds successfully recovered to the Project account. UNOPS' liability shall be limited to the proceeds recovered.
3. The government of the country in which Activities are being undertaken shall bear the risks of operations and holds harmless UNOPS in respect of claims or liabilities arising under the Project.

2.22 – DISCLAIMER OF WARRANTIES

1. UNOPS will pass on to the Funding Source any warranty offered by the relevant manufacturer, contractor and/or supplier, as applicable. Where no warranty is available, UNOPS expressly disclaims all other warranties, express or implied, including



warranties of title or infringement, and any implied warranties of merchantability of fitness for a particular purpose. The Funding Source is accepting the deliverables under the Project with full assumption of the risks associated with this disclaimer, and the purchase price has been negotiated to reflect this assumption of risk.

2.23 – EXPIRATION AND TERMINATION

1. UNOPS will notify the Funding Source when all Activities have been completed.
2. This Agreement may be terminated by either Party at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the two Parties will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.
3. UNOPS will continue to hold any part of the Funds that are unutilized at completion of the Activities until all commitments and liabilities incurred in the carrying out of the Activities have been brought to an orderly conclusion.

2.24 – REFUND OF UNSPENT BALANCES

1. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance of the Funds (where the unspent funds exceed US\$2,500) will be returned to the Funding Source, unless otherwise agreed in writing by the Parties.

2.25 – FORCE MAJEURE

1. Where the Affected Party is rendered unable, wholly or in part, to perform its obligations under this Agreement due to Force Majeure, it must give notice in writing to the unaffected Party as soon as possible after the Affected Party becomes aware of the Force Majeure.
2. Subject to acceptance by the unaffected Party of the existence of such a Force Majeure, the carrying out of the Activities, or part of the Activities, may be suspended by the Affected Party or, where the circumstances of the Force Majeure Event otherwise frustrate the purpose of this Agreement, either in time or purpose, then either Party may terminate this Agreement by giving fourteen (14) days written notice to the other Party.

3. Nothing in this Article 2.25 affects the operation of Articles 2.23.3, 2.24 and 2.27.

2.26 – DISPUTE RESOLUTION

1. Where the Funding Source is a government entity, any dispute between UNOPS and the Funding Source arising out of or relating to the Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint 1 (one) arbitrator, and the 2 (two) arbitrators so appointed shall appoint a third, who shall be the chairman. If within 30 (thirty) days of the request for arbitration either Party has not appointed an arbitrator or if within 15 (fifteen) days of the appointment of 2 (two) arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.
2. Where the Funding Source is a non-governmental organisation or private entity, any controversy or claim arising out of, or in accordance with, this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the Parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

2.27 – SURVIVAL OF RIGHTS, OBLIGATIONS AND PROVISIONS

1. The termination of this Agreement shall not affect any rights or obligations that may have accrued prior to such termination or any other right or obligation which the terminating Party may have arising out of either the termination or the event giving rise to the termination.
2. All provisions of this Agreement, which are by their nature intended to survive the expiration

or termination of this Agreement shall survive such expiration and termination.

2.28 – ASSIGNMENT

1. Neither Party may assign this Agreement or any of its rights or obligations thereunder, in whole or in part, without the prior written consent of the other Party, which consent may not be unreasonably withheld.

2.29 – WAIVER

1. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

2.30 – PRIVILEGES AND IMMUNITIES

1. Nothing in or relating to any provision in this Agreement shall be deemed a waiver, express or implied, of the privileges and immunities enjoyed by the United Nations and/or UNOPS.

2.31 – AMENDMENT

1. Any amendment of this Agreement or of its Annexes shall be effected by mutual agreement of the Parties in writing.

2.32 – NOTICE

1. Any notice to be given to either Party with respect to this Agreement shall be effectively given if delivered in person or sent by facsimile transmission or by electronic mail to the address given in Clause 6 of the Agreement. The address of either Party may be changed by notice in the manner set out in this subparagraph.
2. Any notice given or made in accordance with the above shall be deemed to have been given or made and to have been received:
 - (a) On the Business Day following delivery, if delivered in person;
 - (b) On the day of sending if sent by facsimile transmission or by electronic mail during normal business hours of the addressee on a Business Day and, if not, then on the first Business Day after the sending thereof.

SECTION 3 – INFRASTRUCTURE PROVISIONS

3.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any infrastructure activities, the provisions of this Section 3 of Annex II shall also apply.

3.2 – ACCESS TO SITE

1. The Funding Source must provide UNOPS or any third party nominated by UNOPS with possession of and access to the Site, or provide UNOPS or any third party nominated by UNOPS with all possible assistance in obtaining possession of and access to the Site. The Funding Source shall ensure that UNOPS and/or any third party nominated by UNOPS enjoy peaceful possession of the site during the term of the Agreement.

3.3 – PERMITS, LICENCES OR APPROVALS

1. The Funding Source must provide UNOPS or any third party nominated by UNOPS with reasonable assistance in the application for all relevant permits, licences and authorisations

necessary for UNOPS to carry out the Activities under the Agreement.

3.4 – VARYING SCOPE OF ACTIVITIES

1. The Funding Source may request UNOPS vary the scope of Activities.
2. On the Funding Source making such a request, either they must provide UNOPS with an estimate of any associated increase or decrease in Funds or, if so requested by the Funding Source, UNOPS shall provide the Funding Source with an estimate of any associated increase or decrease in Funds. Upon the Funding Source providing its agreement to this estimated increase or decrease in funds, the Funding Source must:
 - (a) Provide UNOPS with the required additional Funds; or
 - (b) Provide UNOPS with instructions as to how existing Funds should be reallocated.

3. The Parties shall also agree on any necessary revisions to Annex III and/or to the time required for completion of the Activities caused by the request to vary the scope of Activities, and shall amend this Agreement as necessary, including but not limited to the Term.
4. UNOPS shall not unreasonably withhold their consent to vary the scope of Activities, subject to the availability of Funds.

3.5 – TAKING OVER AND FINAL COMPLETION

1. Upon UNOPS issuing the Taking Over Certificate to the Contractor, the Funding Source shall take immediate possession of the premises, as further described in Annex IV. UNOPS will notify the Funding Source prior to the issuance of the Taking Over Certificate.
2. On UNOPS issuing the Final Completion Certificate to the Contractor, the Funding Source will have sole liability for the premises, as further described in Annex III. UNOPS will notify the Funding Source of the issuance of the Final Completion Certificate.

3.6 – ENVIRONMENTAL MANAGEMENT

1. UNOPS shall, in its implementation of the Activities, act in accordance with the UNOPS

Environmental Management System to ensure that all aspects of the Project are, to the extent possible, implemented in an environmentally responsible and sustainable manner.

3.7 – DESIGN

1. In the event that UNOPS is responsible for any or all of the design aspects of the Activities, as further detailed in Annex III, UNOPS shall, in consultation with the Funding Source, determine the appropriate design standards to be applied to the Activities, with reference to relevant national building code standards in the country of operation and UNOPS organisational directives and administrative instructions.
2. In the event that UNOPS is not responsible for the design aspects of the Activities, UNOPS shall not be held liable for any claims of any nature relating to the design of the Activities.
3. UNOPS shall undertake a design review process of the initial design and any subsequent variations to this as required pursuant to Article 3.4 of Annex II. The extent of this process shall be determined by UNOPS and shall be conducted in accordance with relevant UNOPS organisational directives and administrative instructions.

SECTION 4 – SUPPLY CHAIN PROVISIONS

4.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any supply chain activities, the provisions of this Section 4 of Annex II shall also apply.

4.2 – IMPLEMENTATION OF THE ACTIVITIES

1. All supply chain processes carried out by UNOPS will be conducted as follows:
 - (a) Any requirements will be set out in a Procurement Request, which will include a description of the scope of the Activities and the completion date;
 - (b) The Funds charged for the Activities will be reflected in the Pro Forma Invoice provided in response to such Procurement Request and will be calculated based on the nature of the Activities, and the personnel requirements (including

personnel time and any additional expertise that may need to be secured) for providing the Activities;

- (c) The relevant Payment Request will include amounts in connection with the Activities and payment will be made in accordance with Article 2.3 of Annex II;
- (d) Where the Activities require that the Funding Source obtains or assists with obtaining permits, licenses and other official approvals or that the Funding Source furnishes powers of attorney or other authorizations to UNOPS, the Funding Source will cooperate in a timely and expeditious manner; AND
- (e) The Funding Source is solely responsible for clearing the Supplies at customs. This notwithstanding UNOPS may facilitate the process of customs clearance upon request from the Funding Source, expenses for

which will be covered in the Budget in Annex IV.

4.3 – PROCUREMENT OF SUPPLIES

1. In order to keep costs within the amount of the Funds, the Funding Source authorizes UNOPS to adjust the total quantity of the Supplies in order to offset:
 - (a) Any increase in the price of the Supplies as set out in the Pro Forma Invoice resulting from price changes by the supplier(s) or service provider(s), or from currency exchange fluctuations or other incidental costs related to the Supplies financed under this Agreement, and
 - (b) Any increase in the amount owed for the delivery of the Supplies.
2. The Parties recognize that cost overruns may nevertheless occur and that this provision shall therefore be without prejudice to the Funding Source's principal obligation to bear the costs of the any transaction in accordance with the terms of this Agreement.
3. UNOPS acts as procurement agent for the Funding Source and therefore UNOPS does not accept risk over the Supplies. Risk over the Supplies passes from the supplier to Funding Source.

4.4 – CONSIGNEE

1. Each Pro Forma Invoice will specify the consignee of the Supplies, following agreement between UNOPS and the Funding Source.
2. Upon shipment of the Supplies, UNOPS or, where applicable, the supplier will send copies of the relevant shipping documents as determined by UNOPS or, where applicable, the supplier in consultation with the Funding Source, to the specified consignee. UNOPS or, where applicable, the supplier will make reasonable efforts to provide these documents as soon as possible after receiving the documents; provided, however, that in the case of Supplies shipped via air, UNOPS or, where applicable, the supplier will make reasonable efforts to provide these documents reasonably in advance of arrival. The relevant shipping documents will normally include the following:

- (a) Copies of suppliers' invoices, which include Supplies' description, quantity, unit price, and total amount;
- (b) Copies of the bill of lading, or copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document; and
- (c) Copies of the packing list identifying the contents of each package.

4.5 – PLACE AND TIME OF DELIVERY

1. UNOPS will arrange for the Supplies referred to in each Pro Forma Invoice to be shipped to the Place of Delivery or as otherwise specified in the Pro Forma Invoice, using the UNOPS forwarding arrangements.
2. As soon as possible, UNOPS or, where applicable, the supplier will inform the Funding Source of the estimated time of arrival of the Supplies at the Place of Delivery.
3. UNOPS or, where applicable, the supplier will inform the Funding Source of any potential or actual delivery delay, including its likely duration and its cause(s), as soon as UNOPS or, where applicable, the supplier obtains information on such delay. UNOPS will make good faith efforts to ensure that any actual delivery delays are minimised.

4.6 – ACCEPTANCE DOCUMENT

1. Upon arrival of the Supplies at the Place of Delivery, the Funding Source will promptly prepare an acceptance document and will retain it in a file relating to this Agreement. A template for this acceptance document is set out in Annex V of such document available to UNOPS upon request.

4.7 – INSURANCE

1. Unless otherwise stated in the Special Conditions, the Funding Source shall be liable for the insurance of the Supplies in transit. The Funding Source shall, prior to the date that UNOPS enters into a binding contract for the Supplies with the supplier, provide proof satisfactory to UNOPS that the Supplies will be adequately insured while in transit, or otherwise notify UNOPS of its non-liability for the Supplies in transit, and confirm the Funding Source's acceptance of responsibility for any loss or damage of the Supplies whilst in transit.

4.8 – COMPLETION OF ACTIVITIES

1. Upon completion of the Activities, the Funding Source will have sole liability for the Supplies.

4.9 – SUPPLY CHAIN LIABILITY

1. Without limitation to Article 2.21 of Annex II, UNOPS does not assume liability with regard to any claims arising out of or, relating to or,

connected with this Agreement, including but not limited to those arising out of or, relating to any defect in the use of the Supplies or the provision of Activities, or otherwise, unless caused by UNOPS' failure to carry out the Activities with reasonable diligence. UNOPS' total liability in any event will not exceed the value of the Funds attributable to UNOPS under this Agreement.

SECTION 5 – PERSONNEL PROVISIONS

5.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any activities relating to personnel, the provisions of this Section 5 of Annex II shall also apply.

5.2 – RESPONSIBILITIES OF THE PARTIES

1. The respective responsibilities of the Parties and activities to be undertaken by each Party with respect to personnel under this Agreement shall be fully detailed in Annex III, including as indicated in the matrix of responsibilities to be included in Annex III.

SECTION 6 – ADVISORY SERVICES PROVISIONS

6.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any Advisory Activities, the provisions of this Section 6 of Annex II shall also apply.

6.2 – RESPONSIBILITIES OF THE PARTIES

1. The respective responsibilities of the Parties and activities to be undertaken by each Party with respect to the Advisory Activities shall be fully detailed in Annex III, including as indicated in the matrix of responsibilities to be included in Annex III.
2. UNOPS shall endeavour to perform the Advisory Activities in accordance with the tentative timetable included in Annex III.

6.3 – LIABILITY FOR ADVISORY ACTIVITIES

1. Without limitation to the immunities and privileges enjoyed by UNOPS and to Article 2.21 of Annex II, UNOPS shall not be liable to the Funding Source, or any of its donors or other third party for any loss, cost, damage or liability that the Funding Source shall incur as a result of the Advisory Activities, unless resulting from the gross negligence or wilful

misconduct of UNOPS. Notwithstanding anything herein, UNOPS' liability, if any, to the Funding Source hereunder shall not extend to any indirect, punitive or consequential damage, loss of profit or loss of opportunity, nor shall it exceed the value of the Funds under this Agreement.

2. The Funding Source shall:

- a) Indemnify and hold UNOPS harmless from any losses, costs, damages or liability to which UNOPS may be subject, including without limitation as a result of any claim, suit or action brought by any third party, whether or not affiliated with either UNOPS or the Funding Source on whatever grounds, in connection with any acts or omissions undertaken following the provision of the Advisory Activities by UNOPS hereunder or the reliance by any person on anything done or not done by UNOPS; and
- b) Reimburse UNOPS for any expenses, including any legal expenses, reasonably incurred in connection therewith, except those resulting from the gross negligence or wilful misconduct of UNOPS personnel.

SECTION 7 – IMPLEMENTATION PROVISIONS

7.1 – INTRODUCTION

1. In the event that the Activities involve the undertaking by UNOPS of any Implementation Activities, the provisions of this Section 7 of Annex II shall also apply.

7.2 – RESPONSIBILITIES OF THE PARTIES

1. The respective responsibilities of the Parties and activities to be undertaken by each Party with respect to the Implementation Activities shall be fully detailed in Annex III, including as indicated in the matrix of responsibilities to be included in Annex III.
2. UNOPS shall endeavour to perform the Implementation Activities in accordance with the tentative timetable included in Annex III.

ANNEX III – DESCRIPTION OF ACTIVITIES

UNOPS activities are described in the project document entitled Project Document signed by the parties

ANNEX IV – BUDGET

UNOPS budget is provided in the project document entitled Project Document signed by the parties



ANNEX V – TEMPLATE ACCEPTANCE DOCUMENT

Date: [insert]

Attention: UNOPS

Cc: [insert]

This Notice confirms receipt of the following Supplies:

Bill of Lading No [insert]

Purchase Order Number: [insert]

We find these Supplies to be in apparent good order and in accordance with the conditions of the related procurement request.

Signature

Name

Title

ANNEX VI – TEMPLATE PAYMENT REQUEST

Name of Project:

Items	Amount to be paid in USD
1. Total amount of funds received from the Funding Source	000
2. Total amount committed by the Funding Source 2.a. Product 2.b. UNOPS costs 2.c. Freight and Insurance 2.d. Contingency 2.e. Total	
3. Balance available in the account	
4. A. Estimated amount to be expended by UNOPS for supplies to be provided to the Funding Source 4.a. Products 4.b. UNOPS costs 4.c. Freight and Insurance 4.d. Any other agreed-upon charges and procurement related services) B. Contingency C. Total	
5. Present requirement of funds from the Funding Source PLEASE PAY	

Signature: _____
 Name: _____
 Title: _____
 Date: _____

By bank wire transfer:

Account name:

Bank name:

Bank account no.:

Swift address:

Bank Address: 1

UNOPS/Reference:



ANNEX VII – HOST COUNTRY ARRANGEMENTS

Host Country Agreement between UNOPS and the Government of Côte d'Ivoire signed on 11 January 1998.

ANNEX VIII – SITE DETAILS

Not applicable