

SETTLEMENT AGREEMENT

between

United Nations Development Programme – UNDP BiH

and

Czech Development Agency– CzDA

THIS SETTLEMENT Agreement, made and entered into on below stated day, month and year by and between the United Nations Development Programme in Bosnia and Herzegovina (hereinafter referred to as "**UNDP**") and **the CzDA** (hereinafter referred to as "**the Sub-Lessee**"). UNDP and the Sub-Lessee are collectively hereinafter referred to as "**the Parties**".

WHEREAS,

UNDP has leased office space in the UN House, Zmaja od Bosne bb, 71000 Sarajevo, Bosnia and Herzegovina (hereinafter referred to as the "**demised Premises**"), from the owner of such premises - "UNIONINVEST" d.d. **Sarajevo**, through the Lease Agreement for the period from 01 February 2013 to 31 December 2028 (hereinafter referred to as "**the Master Lease**"), and enabled the Sub-Lessee to use **the office No. 015** of the demised Premises based on oral agreement;

The Sub-Lessee and UNDP wish to settle their mutual claims from oral agreement stated before.

UNDP has agreed to sub-lease one office in the office of the demised Premises (hereinafter referred to as the "**sub-leased Premises**") to the Sub-Lessee on the terms and conditions set forth herein;

NOW, THEREFORE, the Parties hereto, for the mutual considerations herein set forth, agree as follows:

- Description of sub-leased Premises.** UNDP has agreed to sub-lease, and the Sub-Lessee has agreed to rent the sub-leased Premises.

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.

TO BE USED by the Sub-Lessee as office space for the official business of the Sub-Lessee and/or all other purpose incidental to the operations of the Sub-Lessee in Bosnia and Herzegovina, this Sub-Lease Agreement cancelling all other agreements, if any, heretofore entered into between the said Parties relating in any way to the sub-leased Premises.

FOR A TERM beginning 01 March 2023 and ending 30 September 2023.

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The Parties acknowledge and agree that, from 1 March 2023 to 30 September 2023, the Sub-Lessee has occupied the sub-leased Premises for the purposes set forth above. UNDP guarantees that there is no actual or threatened claim or dispute against the Sub-Lessee in connection with the use of the sub-leased Premises during the aforesaid period and that it accepts the payment of rent for that period as full and final settlement of all and any claims, actions, liabilities, costs or demands that UNDP has or may have against the Sub-Lessee in this connection

2. Settlement

The Sub-Lessee will pay the amount of USD 6,553.35 (EUR 6,101.17 as per middle UNORE for the period 1 March to 30 September 2023) to the UNDP bank account for the use of the sub-leased Premises from 1 March 2023 to 30 September 2023.

Payment shall be made to UNDP by way of bank transfer to UNDP bank account below by 17 October 2023 at the latest.

UNDP Bank account details:

BAM Account number:

Bank Address: Zmaja od Bosne bb, Sarajevo

For EUR Payment indicate IBAN:

3. Settlement of Disputes.

Any dispute, controversy or claim arising out of or in connection with this Settlement Agreement or any breach thereof shall be settled amicably through negotiations between the two Parties. Any dispute, controversy or claim between the Parties arising out of this Settlement Agreement which is not settled amicably within 30 days shall be referred to the Parties' Executive heads for guidance and final resolution.

If the Parties fail to resolve the dispute, controversy or claim amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, either party shall submit the dispute, controversy or claim 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 the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such dispute, controversy or claim.

4. **Privileges and Immunities.** Nothing contained in this Settlement Agreement 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 the UNDP and UNHCR whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of an international or national character or otherwise.

5. Publication

The Parties acknowledge that this Settlement Agreement will be published in the register of contracts according to Act. No. 340/2015 Coll, Contract Register Act by the CzDA and will be binding in accordance with UNDP and CzDA internal rules and Czech laws.


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IN WITNESS WHEREOF, the Parties hereto have hereunto subscribed their names as of the date first above written.

For UNDP:

For CzDA:


Signature


Signature

Name:  Sylvain Merlen

Name:   WOJKOWSKI

Title: Resident Representative a.p.

Title: 

Date:  19.10.2023

Date: 19.10.2023



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