

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into

TO THE PROJECT “00111538-CFP-UNDP-AF, implementing the initiation of the Core Programs of 8 Jamoat Watershed Action plans in the northern part of the Kofirnighan River Basin”

BETWEEN

Czech University of Life Sciences Prague, a university duly incorporated under the laws of the Czech Republic, having its registered seat at Kamýcká 129, 165 00 Praha – Suchbát, and registered under number 60460709, as the Leading Partner (hereinafter referred to as “**CZU**”)

and

BEZK Limited, a registered company under the laws of Gibraltar, having its registered seat at suite 263, unit 1.02 world trade center 6 bayside road, Gibraltar, gx11 1aa, and registered under Incorporation Number 120185, with REID number GICO.120185-80, as the Partner and Subcontractor (hereinafter referred to as “**BEZK**” or “**Subcontractor**”).

(CZU and BEZK are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”)

WHEREAS

CZU entered into a contract **No. UNDP-TJK-00172,2** (hereinafter named the “**Contract**”) with the **United Nations Development Programme (UNDP), 39 Ayni str., Dushanbe, Tajikistan** (hereinafter named “**UNDP**”) for implementing the initiation of the Core Programs of 8 Jamoat Watershed Action plans in the northern part of the Kofirnighan River Basin” (hereinafter referred to as “**the Project**”)

CZU wishes to subcontract the performance of certain tasks to the Subcontractor as specified hereinafter.

THEREFORE, IT HAS BEEN AGREED AS FOLLOWS

Article 1 - Definitions

Agreement: Refers to this Cooperation Agreement, including all annexes, amendments, and related documents.

Contract: The primary contract between CZU and UNDP, outlining the broader Project scope, terms, and obligations applicable to the activities under this Cooperation Agreement.

Work: The specific tasks, activities, and deliverables the Subcontractor is responsible for, as detailed in the Contract (Annex 1) and the Multi-year Work Plan 2025-2027 (Annex 2), and updated for each year (Annual Work Plan 2025 – Annex 3) and implementation period and deliverable every three months during the Project implementation and linked to the Watershed Action Plans (WAPs).

Deliverables: The expected outputs and results from the Subcontractor are aligned with the Contract requirements and will be specified in the reporting documents every three months during the implementation of the Project.

Monitoring Period: Defined intervals within which the Subcontractor reports on progress,

expenditures, and other key metrics, as determined by the Contract and this Agreement.

Budget: The maximum allocated funds for the Subcontractor's activities, as outlined in Article 6.1 of this Agreement, subject to terms set forth by CZU and UNDP.

FACE (Funding Authorization and Certificate of Expenditures) Form (Annex 5a): The FACE form is required for reporting planned and actual costs in accordance with UNDP financial procedures for each reporting period of three months.

ICE (Itemized Cost Estimate) Form (Annex 5b): A detailed breakdown of projected or actual costs associated with each activity or deliverable submitted every three months by the Subcontractor as part of the reporting process.

Party: Refers to CZU and BEZK individually. **Parties:** refers to CZU and BEZK collectively.

Annex: Supplementary documents attached to the Agreement, such as the Contract, Multi-year Work Plan 2025-2027, Annual Work Plan 2025, Total Budget Allocation, Reporting Forms and Declaration of Costs by Subcontractor, that form an integral part of the Agreement.

Article 2 - Object of the Cooperation

2.1 Purpose of the Agreement

The purpose of this Cooperation Agreement is to establish the terms under which CZU, and the Subcontractor will collaborate to implement activities within the Watershed Action Plans (hereinafter referred to as "WAPs") for the northern part of the Kofirnighan River Basin. This cooperation supports the broader objectives set out in the Contract between CZU and UNDP.

2.2 Scope of Activities

The Subcontractor shall carry out specific tasks and activities necessary to achieve the objectives of the Watershed Action Plans. These activities include tasks detailed in the Contract (Annex 1) and specified during the Project implementation for each reporting period and respective deliverables.

2.3 Responsibilities of the Parties

CZU shall oversee Project implementation, provide resources as needed, and ensure coordination with UNDP. The Subcontractor shall be responsible for performing the Work in accordance with the provisions of this Agreement, exercising due diligence, and ensuring compliance with all applicable requirements outlined in the Contract.

2.4 Alignment with the Main Contract

All activities under this Cooperation Agreement shall align with the objectives and requirements specified in the Contract between CZU and UNDP, ensuring that the Work contributes to the successful completion of the WAPs.

2.5 Deliverables and Objectives

The Subcontractor shall produce specific deliverables, including reports, analyses, and other outputs, as detailed in the reporting documents. These deliverables are integral to meeting the objectives of the WAPs and must be submitted in accordance with the timeline specified in the Contract.

2.6 Duration of Cooperation

This Agreement shall remain in effect for the duration of the Project, as outlined in the Contract, or until all specified deliverables have been completed and approved by CZU and UNDP, whichever occurs first.

Article 3 - The Scope of the Agreement

3.1 Within the framework of the Project, CZU hereby subcontracts to the Subcontractor the performance of the following tasks:

Scope of Work

The Subcontractor will execute activities in alignment with the WAPs for the northern part of the Kofirnighan River Basin, adhering strictly to the terms and conditions outlined in the Agreement and in the Contract.

Compliance with Project Requirements

All tasks must be performed in accordance with the requirements of the Contract as established between CZU and UNDP, and the Subcontractor undertakes to meet all obligations related to reporting, financial accountability, and Project timelines.

FACE Form and Reporting Requirements

The Subcontractor is obliged to submit the necessary FACE forms (Annex 5a) and ICE forms (Annex 5b) according to the reporting schedule provided by CZU (specified in paragraphs 6.4 and 6.5). These forms must include both planned and actual costs and be submitted for CZU's approval prior to any financial disbursements and approved by the CZU.

Deliverables

The completion of key deliverables, as detailed in the Contract (Annex 1) and respective reporting documents (FACE form, ICE form) (Annexes 5a and 5b) to be submitted every three months during the Project implementation, must be in accordance with UNDP's requirements, with interim progress reports, financial reports, and stakeholder consultations submitted on time.

Adjustments and Variations

Any deviations from the agreed scope of work, budget, or timeline must be communicated in writing to CZU. Budgetary adjustments exceeding twenty percent (20%) on any individual line item require prior written approval from both CZU and UNDP.

3.2 The Subcontractor agrees to perform the Work in accordance with the requirements of the Contract. The subcontractor declares that a copy of the Contract has been provided, which forms an integral part of this Agreement (Annex 1).

Article 4: Obligations of Subcontractor

4.1 The Subcontractor undertakes to perform the Work in accordance with the provisions of this Agreement, including the provisions contained in the Contract to the extent they apply to the Work, together with all reasonable ancillary instruction issued by CZU in the course of the performance of the Agreement. In doing so, the Subcontractor shall exercise all reasonable skill, care, and diligence and shall carry out all its responsibilities under this Agreement in accordance with recognized professional standards. The subcontractor shall provide personnel, facilities and materials necessary for the proper performance of the Work. The subcontractor undertakes to notify CZU promptly of any event that could result in any delay or discontinuity in the performance of the work.

4.2 The Subcontractor shall, during the performance of this Agreement, deliver all documentation and reports specified in Annexes 2, 3, 5a and 5b.

Article 5: FACE form - Delivery requirements; place and date of delivery**5.1 General Performance Obligations**

5.1.1 Delivery shall be considered as effected only when the relevant deliverable items are in UNDP's possession. The Subcontractor must perform all tasks specified in Annexes 1, 2 and 3 with the highest level of professional care and in strict accordance with the Project deliverables and timelines, as detailed in the reporting documents elaborated on reporting documents of Annex 5 every three months and financial terms agreed upon by CZU and UNDP. Performance will be measured against the Project's key performance indicators (KPIs) as defined in the Contract (Annex 1).

5.1.2 Should it seem likely that the originally specified delivery date(s) may be exceeded, the Subcontractor must immediately notify CZU in writing and provide detailed justification for the delay. The Subcontractor is required to submit the necessary reports, including but not limited to FACE forms and ICE forms, for each Project phase. These forms must be submitted for review and approval by CZU according to the deadlines established in the Project timeline. The Subcontractor will not be entitled to both advanced payment as well as payment for any work until CZU and UNDP approve such reports.

5.1.3 No budget adjustment in favor of the Subcontractor will be granted for delays in delivery. Although no penalty will be applied for late delivery, any costs incurred as a result of the delay may not be recognized by UNDP, and consequently, the partner will not be reimbursed for those costs. In such cases, the Project budget will be reduced accordingly to reflect the unrecognized amounts. If UNDP determines that the delay has compromised the intended objectives of the Work, the provisions outlined in Article 6 will apply. Furthermore, if during the execution of this Agreement, it becomes necessary to provide CZU with information subject to export control laws and regulations, the Subcontractor is responsible for ensuring that such information is transmitted to CZU in full compliance with those laws and regulations.

5.2 Deliverables, Acceptance, and Rejection

5.2.1 All deliverables submitted by the Subcontractor, including financial and technical reports, will be subject to review and approval by CZU. The acceptance of the deliverables by CZU shall be declared upon verification by UNDP that the Work has been performed in compliance with UNDP's requirements and that the required results have been achieved.

5.2.2 Should any deliverables be rejected by CZU or UNDP due to non-compliance with Project requirements, the Subcontractor will be responsible for revising and resubmitting the deliverables at no additional cost. Any delays in resubmission may impact payment schedules as defined in the Project plan.

5.3 Deadlines and Extensions

5.3.1 The Subcontractor shall, during the performance of this Agreement, deliver all documentation and reports aligned with the Contract and specified in the respective reporting documents (Annex 5) every three months, in the format, quantities and dates of delivery specified therein.

5.3.2 The source and object code relevant to the software, mathematical models, data files, design files, and computer programs specified in the Contract and the respective reporting documents per implementation period shall be made available by the Subcontractor through hosting in an online code repository.

Article 6: Financial Conditions and Payment Terms

6.1 Contract Price and Payment Orders

The maximum budget for the performance of the Work by the Subcontractor is 244,300 USD (*two hundred-forty-four thousand and three hundred US dollars*) (“Contract Price”) (Annex 4), based on the requirements and assumptions agreed upon by the Parties, aligned with the Contract. The Subcontractor shall report all costs incurred associated with the Work. Each cost report (ICE form – Annex 5b) must be accompanied by supporting documentation, including explanatory notes and, if applicable, a breakdown of all taxes and duties. Additionally, the Subcontractor shall provide scanned copies of relevant accounting documents, such as receipts and invoices, to CZU to facilitate any potential audit or review by UNDP. CZU will consolidate these reports and submit them to UNDP for review and approval.

6.2 Payment Schedule and Terms

CZU will pay the costs of the Work in accordance with the budget approved by UNDP. Payment to the Subcontractor’s bank account will occur within 30 calendar days of receiving funds from UNDP for each respective deliverable and monitoring period. Payments from UNDP to CZU are structured based on deliverables, which align with monitoring periods specified in the Contract, as detailed in the preliminary schedule:

Deliverable 1: Payment will follow the completion and approval of monitoring reports, FACE forms, and any other supporting documentation specified by the UNDP during the Project implementation.

Subsequent Deliverables: Payments are contingent on the successful submission and approval of reports and documentation for each deliverable, as outlined in the monitoring periods and Project timeline specified in the Contract.

CZU will communicate the finalized payment schedule to the Subcontractor after receiving the detailed schedule from UNDP.

6.3 Project Activities and Reporting Schedule

Project activities will be implemented and reported in accordance with the Contract. The first monitoring period begins on the date of the Contract signing between CZU and UNDP, January 14, 2025, and ends on March 31, 2025. Each subsequent monitoring period will cover a three-month consecutive period. Reporting requirements for each period are outlined in Paragraphs 6.4 and 6.5 of this Agreement.

6.4 Planning and Pre-Reporting

To initiate the Project, the Subcontractor will submit the first preliminary implementation plan and FACE form within seven days after both Parties sign this Agreement. For subsequent monitoring periods, this plan should be submitted no later than 14 working days before the start of each period. The implementation plan will include a plan of activities to be implemented in the respective period, estimated costs for the upcoming monitoring period (planned FACE form), and an Itemized Cost Estimate (ICE Form). Templates for these forms, provided by CZU based on UNDP forms, are included as Annex 5 to this agreement; however, these templates may be modified as necessary to accommodate Project requirements. The initial timeline may be adjusted based on practical considerations, particularly at Project initiation and ongoing coordination between CZU and Parties. Any changes to submission deadlines will be agreed upon by all Parties and documented as needed.

6.5 Post-Monitoring Reporting

Within 10 calendar days of the end of each monitoring period, the Subcontractor shall submit a report on actual activities performed, actual expenditures incurred (real FACE form), and an Itemized Cost Estimate (ICE Form) for the completed period. If necessary, this timeline may be shortened to ensure timely reporting and approval by CZU and UNDP. Additionally, the Subcontractor will submit a signed declaration confirming that all costs incurred were directly related to Project activities, adhered to principles of cost-effectiveness, and were properly documented and accounted for in the Subcontractor's financial records. The template for this declaration is included in Annex 6 of this Agreement and may be adapted as needed to meet reporting requirements.

6.6 Payment and Financial Settlement

Upon UNDP's approval of the submitted documents as per Paragraphs 6.4 and 6.5, CZU will proceed with the financial settlement for the completed monitoring period and issue the advance payment for the next period. This shall be done within the timeframe specified in Paragraph 6.2, which is 30 calendar days from receipt of written approval from UNDP.

6.7 Advance Calculation for the First Monitoring Period

The advance for the first monitoring period will be calculated as follows: after the approval of the required documents by UNDP, as outlined in the Contract, CZU will calculate the advance payment. This payment will include approved planned costs aligned with the following scheme: 50% of approved planned personnel costs, 100% of approved planned Project-related costs, and 100% of approved planned travel costs. The total calculated advance will be transferred to the Subcontractor's bank account, as specified in this Agreement.

6.8 Advance Calculation for Subsequent Monitoring Periods

For the second and all subsequent monitoring periods, the advance will be calculated as follows: after approval of the required documents by UNDP, as specified in the Contract, CZU will calculate the advance as 50% of approved planned personnel costs and 100% of approved planned Project-related and planned travel costs for the respective period. The calculated advance will be transferred to the Subcontractor's bank account, as specified in this Agreement.

6.9 Financial Reconciliation of Actual Expenditures

The financial reconciliation of actual expenditures will occur after the end of each monitoring period, as follows: upon UNDP's approval of the reported actual costs and documentation, as specified in the Contract, CZU will calculate the final settlement for the period using the following formula:

(I) Financial reconciliation = actual approved costs – advance payment made for that period.

If the result of this calculation is positive (i.e., approved costs exceed the advance), the difference will be reimbursed and transferred to the Subcontractor's bank account. If the result is negative, the difference will be deducted from the advance for the following period.

6.10 Final Adjustments for Non-Approved Costs

If UNDP does not approve certain reported actual costs, financial reconciliation for that period will be calculated using the following formula:

(II) Financial reconciliation = actual approved costs – actual non-approved costs – advance payment.

In cases where non-approved costs are identified, the adjustment will be reflected in the subsequent period's advance payment or final settlement.

6.11 Compliance with UNDP Financial Rules

The Subcontractor shall comply with UNDP's general financial rules and the terms outlined in the Contract. To meet these requirements, the Subcontractor shall:

- Provide CZU with all necessary documentation for Project monitoring and reporting in accordance with UNDP guidelines.
- Submit scanned copies of accounting documents substantiating the type and amount of expenses incurred for each reporting period.
- Provide a summary from the accounting records showing the entry of these expenses into the Subcontractor's financial statements.

6.12 Fixed Budget Amount

The amounts stated above shall be fixed and not subject to any adjustment or revision due to price or currency fluctuations or the actual costs incurred by the Subcontractor in implementing the Activities. Any exceptions to this provision will require prior written approval from both CZU and UNDP.

6.13 Payments and Obligations

Payments made by CZU to the Subcontractor shall not relieve the Subcontractor of its obligations under this Agreement nor imply acceptance by CZU of the Subcontractor's performance of the Activities. All activities remain subject to final approval by CZU.

6.14 Budget Variations

The Subcontractor shall notify CZU in advance of any expected budget variations. The Subcontractor is authorized to make variations not exceeding 20 percent on any individual budget line item within the Work Plan, provided that the total amount allocated by CZU, as outlined in paragraph 6.1, is not exceeded. Variations exceeding 20 per cent on any single budget line item must be approved in writing by both CZU and UNDP following prior consultation. CZU will respond to any variation requests within a reasonable timeframe to facilitate continued Project implementation.

6.15 Liability for Unauthorized Expenses

CZU shall not be liable for any expenses, fees, tolls, or other costs not expressly stated in the Contract and reporting documents per implementation period authorized by CZU and UNDP or those exceeding the maximum amount specified in paragraph 6.1. The Subcontractor is responsible for ensuring that all expenditures are within the authorized budget.

6.16 Return of Unspent Funds

Unless otherwise agreed in writing by CZU, the Subcontractor shall return all unspent funds and any income (including interest) to CZU within one month of the completion of the planned activities as specified in the reporting documents or termination of this Agreement, whichever occurs earlier. The calculation of unspent funds will be determined based on a final reconciliation conducted in accordance with the financial procedures agreed upon in the Contract.

Article 7: Specific conditions**7.1 Infringement of the Law – Infringement of Third-Party Rights**

7.1.1 CZU or UNDP shall not be responsible if the Subcontractor infringes the laws or statutes of its country or of any other country whatsoever.

7.1.2 In the event of a reasonable suspicion of infringement of any patent rights and other Intellectual Property Rights of a Third Party, the Work being performed under this Agreement shall be stopped immediately. The Subcontractor shall perform an assessment of the suspicion. If confirmed, the Subcontractor and CZU sign a Contract Change Notice (CCN) agreed upon by CZU and UNDP to avoid infringement.

Notwithstanding the above, the Subcontractor shall indemnify CZU from and against all claims, proceedings, damages, costs and expenses arising from infringement or alleged infringement of any patent rights and other Intellectual Property Rights of the Third Party with respect to the Work under this Agreement. This obligation does not extend to infringements resulting from the use of documents, patterns, drawings or items supplied by CZU or UNDP or from a modification or combination of the deliverables due hereunder made by CZU or UNDP after their acceptance.

7.2 CZU's rights in case of the Subcontractor Under-Performance

7.2.1 Should any of the results of the Work fail to meet the agreed requirements and/or specifications, CZU reserves the right to reject such results and require their resubmission following an iteration of the relevant work by the Subcontractor at no additional charge. If UNDP rejects any portion of the subcontractor's deliverables, resulting in disallowed costs, these disallowed costs shall remain the responsibility of the Subcontractor and will not be reimbursed by CZU. If such costs have already been covered by an advance payment from CZU, the provisions of Article 6.6 shall apply, which outlines the process for the recovery or adjustment of these funds in cases where expenses are not recognized by UNDP.

7.2.2 Should any of the results of the Work fail to meet any of the agreed requirements and/or specifications to such an extent as to seriously jeopardize the performance of this Agreement and/or to defeat its objectives, CZU reserves the right to terminate this Agreement, effective on the date of delivery of the notice of termination to the Subcontractor or on the date specified in such notice.

7.3 Changes to this Agreement

7.3.1 CZU reserves the right at any time to request a change to the requirements covered by this Agreement in consultation with UNDP and aligned with the UNDP's requirements.

7.3.2 The cost impact relative to any change resulting from a request by CZU and/or UNDP to modify the requirements and/or assumptions covered by this Agreement shall be borne by CZU.

7.3.3 When responding to a change request issued by CZU or as a means to propose changes to CZU, the Subcontractor shall submit a committing change proposal, including a detailed quotation of the effects of the change on the contractual work, price, schedule, deliverable items and any other contractual terms and conditions.

7.3.4 After evaluation and acceptance of the proposal for change by the CZU, any amendment to this Agreement will be made in the form of a written amendment to this Agreement. In the event of refusal of the amendment, CZU shall inform the Subcontractor thereof, together with the reasons for the refusal.

Article 8: Intellectual Property Rights

8.1 Information to be provided by the Subcontractor – Protection of information. The Subcontractor will honor and enable the terms and obligations regarding the Intellectual Property Rights of the Contract.

8.1.1 Information, data, reports and results arising from Work performed under this Agreement shall be delivered to CZU. CZU shall have the right to make such information, data, reports and results available to UNDP, who can exercise its rights as stated in the Contract.

8.1.2 For the purpose of this Agreement “Proprietary Sensitive Information” shall mean information corresponding to business related information (e.g. business plans) and/or Intellectual Property Rights vesting in an entity, the uncontrolled dissemination of which is likely to impair the entity’s long-term ability to use and exploit the aforesaid and/or to maintain a competitive advantage.

The Subcontractor shall not mark any (electronic) documentation as Proprietary Sensitive Information unless agreed in written in advance with CZU. Any request from the Subcontractor shall be submitted in writing accompanied by an appropriate justification.

8.1.3 Neither Party shall disclose any documentation obtained from the other Party, which both Parties recognize as being Proprietary Sensitive Information, without the other Party’s previous written authorization. Without prejudice to the foregoing and limited to the purpose and scope of this Agreement, Parties may circulate such documentation to their employees or collaborators that require the said documentation for the sole purpose of complying with or inspecting the progress of this Agreement.

8.1.4 The obligations provided in Articles 8.1.2 and 8.1.3 shall not apply to (electronic) documentation:

- which at the time of circulation has already entered in public domain or which after circulation enter in public domain other than through a breach of the Agreement;
- which at the time of circulation is already known by the receiving party and is not hindered by any obligation not to circulate;
- which is later acquired by the receiving party from another source and is not hindered by any obligation not to circulate;
- which is required to be circulated by law or order of a court of competent jurisdiction.

8.2 Ownership and Use of Intellectual Property Rights

8.2.1 Ownership of Intellectual Property Rights

The Subcontractor shall own all Intellectual Property Rights and have the right to apply for and to own any registered Intellectual Property Rights arising from Work performed under this Agreement.

The Subcontractor shall as soon as possible report to CZU any results arising from such a Work which may in its opinion be protected as registered Intellectual Property Rights and state whether he intends to apply for such protection. At the Subcontractor’s specific request, in order to allow for the filing of patent applications, CZU shall not disclose any relevant information and results for a period of 12 months, except for disclosure towards UNDP, which is permitted at all times.

The Subcontractor shall subsequently inform CZU of any application to register such results arising from Work performed under this Agreement and within two months of the date of filing, provide CZU with all details on that application. CZU and UNDP shall have an irrevocable right to use the

information used in that application, for its own requirements on the terms set out in Article 8.2.2 below.

8.2.2 Use of Intellectual Property Rights

The Subcontractor hereby grants to CZU and UNDP all rights, titles and interests in and to CZU as far as needed to fulfil the Contract. Where the transfer of these rights requires a deed, the Subcontractor will unconditionally and upon request of CZU or UNDP execute documents to perfect title to any and all rights in the results.

All Intellectual Property Rights arising from Work performed under the Agreement shall be available to:

a) CZU (Insofar CZU needs the IPR right in the performance of its duty to UNDP.), UNDP, Participating States and Persons and Bodies, to use on a free of charge, worldwide license, with the right to disseminate and/or to grant sublicenses, for the UNDP's Own Requirements as mentioned in the Contract.

For the avoidance of doubt, the term "use" for the purposes of software and/or hardware (design) shall include, but not be limited to, use to operate, integrate, validate, maintain, modify and upgrade items developed under the Agreement.

The Subcontractor agrees to distribute the software developed under this Agreement under an Open Source /Community license to be agreed with the CZU and UNDP prior to the final deliveries hereunder. It is agreed that, if feasible, UNDP's standard licenses shall be given priority over other similar licenses.

b) The Subcontractor will enable and permit the usage rights as always included in the Contract as UNDP sees fit.

8.3 The free licenses provided for the benefit of UNDP

The free licenses provided on Intellectual Property arising from Work performed under this Agreement for the benefit of UNDP shall be deemed granted through signature of the present Agreement and without the need to implement a separate license.

Article 9: Term and Termination

9.1 This Agreement shall come into force and take effect on the date it is signed by the authorized representatives of both Parties and will end upon approval by UNDP of the final report. If the Agreement is subject to the obligation to be published in the register of contracts in accordance with the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and the Register of Contracts (the Register of Contracts Act), as amended, it shall take effect on the day of its publishing in the register of contracts. The Parties agree that the performance provided mutually by and between the Parties under this Agreement prior to its effect date shall be set off against the performance under this Agreement as of the effect date, and the Parties shall not make any claims from each other for the reason of unjust enrichment.

9.2 CZU may at any time terminate this Agreement in the event the Contract is terminated without any default attributable to the Subcontractor and/or CZU by written notice to the Subcontractor. In such case, the Subcontractor shall immediately stop the Work on the date and to

the extent specified by the notice and assign all its rights, title and interests to CZU and deliver all completed or partially completed Work.

9.3 In the event that the Subcontractor fails to perform any of its obligations under this Agreement and, if such failure is capable of remedy, the Subcontractor does not remedy such failure within thirty (30) days or within any additional reasonable period with regard to the type of failure, after service on the Subcontractor of notice in writing from CZU specifying the failure. Requiring such remedy then, CZU shall be entitled to terminate this Agreement forthwith by notice in writing to the Subcontractor. Termination of this Agreement, as specified in this paragraph, shall entail no compensation being due to the Subcontractor other than the amounts corresponding to the "milestone payments" already made hereunder at the time of serving of the termination notice. Any amounts corresponding to "advance payments" not entirely offset hereunder shall remain payable to CZU.

9.4 The articles intending to survive the termination and/or expiration of this Agreement shall remain in force following such termination of the Agreement. The provisions of Articles 7 and 8 of the present Agreement and the relevant provisions of the Contract shall, however, remain in force after termination for whatever reason and shall survive termination of this Agreement. For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

9.5 In the event of termination of this Agreement, the Subcontractor shall promptly deliver to CZU all results generated, subject to their full payment corresponding to the work done and accepted by UNDP, in the course of the Work up to the date of termination.

Article 10: Miscellaneous

10.1 This Agreement shall be governed by Czech Law. All disputes arising in connection with the Legal relations arising from the Agreement, which are not expressly regulated by the Parties, are governed by the relevant legal regulations of the Czech Republic, in particular the relevant provisions of the Civil Code and other laws and generally binding legal regulations. The Parties shall at all times endeavor to resolve any disputes arising from the Agreement out of court. The Parties agree that any litigation shall be settled in the court having local jurisdiction at the CZU's registered office.

10.2 The Subcontractor unconditionally agrees to the publication of the full text of the Agreement so that the Agreement can be the subject of information provided in accordance with the Act No. 106/1999 Coll., on free access to information, as amended. The Subcontractor also agrees to publish the full text of the Agreement in accordance and the Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Register of Contracts Act), as amended.

10.3 The Agreement is concluded in electronic form. If this Agreement is concluded in paper form, it shall be drawn up in three counterparts with the validity of the original, with the Subcontractor receiving one and the CZU two of them.

In witness whereof, the Parties hereto have each caused this Agreement to be executed on its behalf by its officer(s) thereunto duly authorized as on the date and year written above.

In Prague

For CZU

Ing. Jakub Kleindienst

Bursar

In Prague

For BEZK, ltd.

Ing. Mgr. Pavel Činčera

Attachments:

Annex 1: Contract

Annex 2: Multi-year Work Plan 2025-2027

Annex 3: Annual Work Plan 2025

Annex 4: Total Budget Allocation

Annex 5: Reporting Forms (5a - FACE form, 5b - ICE form)

Annex 6: Declaration of Costs by Subcontractor



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Resilient nations.

STANDARD RESPONSIBLE PARTY AGREEMENT

Between the United Nations Development Programme and a Civil Society Organization

Responsible Party Agreement

[Reference No. UNDP-TJK-00172,2]

1. Country: Tajikistan
2. Name of Civil Society Organization (CSO): Czech University of Life Sciences Prague (CZU) incorporated under the laws of Czech Republic with address at Kamýcká 129, 165 00 Praha – Suchbátka, Czech Republic as Leading Partner organization CZU's Partner organizations: BEZK Limited and PO AgroEcology «Zarzamin»,
4. Project Number and Title: 00111538-CFP-UNDP-AF, implementing the initiation of the Core Programs of 8 Jamoat Watershed Action plans in the northern part of the Kofirnighan River Basin
5. Implementation Period: From 2.5-year period from 14th January 2024 to 4th June 2027
5. Budget: Up to the amount of \$ 1,435,257.60 USD (one million four hundred thirty-five thousand and two hundred fifty seven United States Dollars and 60 cents). UNDP shall reimburse to the CSO funds up to the maximum amount indicated above upon timely achievement of the Deliverables and in accordance with the schedule set forth in the Work Plan and specified herein:

#	Amount	Terms and conditions	Reporting and period of coverage*	KPI (key performance indicators)	
				Deliverables	Scope of work
1				<p><u>For Deliverable 1:</u></p> <p>By January 25th or two weeks after signing the Responsible Party Agreement, submit to UNDP:</p> <p>1) FACE form with estimations for achieving the Deliverable 1 (D1). 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period</p> <p><i>No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan.</i></p>	

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	<p>USD 71,762.88 (5 %) – 1st instalment will be reimbursed upon submission and approval by UNDP of D1</p>	<p>Submission Deadline: CZU must submit Deliverable 1 (D1) by 24 March 2025. No extensions will be granted unless formally requested and approved in writing.</p> <p>Review and Payment Process: CZU must submit FACE form with actual costs by 31 March 2025. UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual costs incurred and supporting documents provided</p>	<p>14 January 2025 – 31 March 2025 (Month #3)</p>	<p>1) D1-Startup Report</p> <p>2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 1 (D1)</p>	<p>KPI 1. D1-Startup Report (Lot 1 and Lot 2) is submitted and accepted by UNDP. Scope of work: (1) Administration set up. (2) Collection and preparation of basic documentation; (3) Clarification and initial review of the existing Watershed Action Plan (WAP) Core Programs in the relevant Jamoats; (4) Stakeholders meeting introducing the project and team, feedback collection, bilateral consultations; (5) Identification of other key stakeholders for further consultations.</p>
<p>For Deliverable 2:</p> <p>By March 7, 2025, or two weeks after submission to UNDP of D1, submit to UNDP:</p> <p>1) FACE form with estimations for achieving the Deliverable 2 (D2). 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period</p> <p><i>No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan.</i></p>					
<p>2</p>	<p>USD 179,407.2(12.5%) – 2nd instalment will be reimbursed upon submission and approval by UNDP of D2</p>	<p>Submission Deadline: CZU must submit Deliverable 2 (D2) by 23 June 2025. No extensions will be granted unless formally requested and approved in writing.</p> <p>Review and Payment Process: CZU must submit FACE form with actual costs by 30 June 2025.</p>	<p>1 April 2025 – 30 June 2025 (Month #6)</p>	<p>1) D2-1st interim Review Report including the output of the desk research, initial water risk report</p> <p>2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 2 (D2)</p>	<p>KPI 2. D2-1st interim report is submitted and accepted by UNDP. Scope of work: (1) First part of the “Inception phase” activities, including a comprehensive review and water risk analysis; (2) Preparation of an initial training needs assessment; (3) Desk research and analysis; (4) Preparation of the first general draft of the WAP Implementation</p>

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		<p>UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual costs incurred and supporting documents</p>			<p>Workplan for Programs in the relevant northern Jamoats; (5) data collection by partners</p>
<p>For Deliverable 3:</p> <p>By July 7, 2025, or two weeks after submission to UNDP of D2, submit to UNDP:</p> <p>1) FACE form with estimations for achieving the Deliverable 3 (D3). 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period</p> <p><i>No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan.</i></p>					
<p>3</p>	<p>USD 179,407.2(12.5%) – 3rd instalment will be reimbursed upon submission and approval by UNDP of D3</p>	<p>Submission Deadline: CZU must submit Deliverable 3 (D3) by 23 September 2025. No extensions will be granted unless formally requested and approved in writing.</p> <p>Review and Payment Process: CZU must submit FACE form with actual costs by 30 September 2025. UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual costs incurred and supporting documents</p>	<p>1 July 2025 – 30 September 2025(Month #9)</p>	<p>3) D3-Detailed WAP Programs Implementation workplan and list of priority and supporting measures (programmes 1 - 5) discussion with UNDP. Stakeholders’ consultations report</p> <p>1) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 3 (D3)</p>	<p>KPI 3. D3- Detailed WAP Programs Implementation workplan is submitted and accepted by UNDP. D3 shall include: (1) Full report and risk map including preliminary resource allocation and identification of key implementation challenges (2) Completion of field research and stakeholder consultations, with documented findings; (3) Initial drafts of training materials and manuals developed for the upcoming training sessions; (4) Detailed Implementation Plans for all relevant northern Jamoats (total of 8 Implementation Plans); (ii) Developed timeline of implementation of programs and a comprehensive roadmap to achieve; (iii) Resource allocation plans, including budget estimates for each phase; (iv) A fully</p>

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					<p>developed impact monitoring framework, including key performance indicators and baseline metrics; (v) A process for capturing and documenting lessons learned during the initial phases of implementation; (vi) A detailed financial report on the activities implemented to date.</p>
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For Deliverable 4:

By October 7, 2025, or two weeks after submission to UNDP of D3, submit to UNDP:

- 1) FACE form with estimations for achieving the Deliverable 4 (D4).
- 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period
- 3) Acknowledgment of the results of assurance activities (audits, financial spot checks, programmatic monitoring) that will be conducted by third-party auditors in 2024 at a frequency determined by the risk level identified through these activities. The acknowledgment must be accompanied by an action plan addressing any recommendations from the audit or spot check. Such acknowledgement and the action plan will be required for every assurance activity conducted in the reporting period.



No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan.

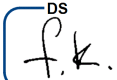
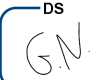


4	<p>USD 143,525.76 (10%) – 4th instalment will be reimbursed upon submission and approval by UNDP of D4</p>	<p>Submission Deadline: CZU must submit Deliverable 4 (D4) by December 24, 2025. No extensions will be granted unless formally requested and approved in writing.</p> <p>Review and Payment Process: CZU must submit FACE form with actual costs by 31 December 2025. UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual</p>	<p>1 October 2025 – 31 December 2025 (Month #12)</p>	<ol style="list-style-type: none"> 1) D4-1st Implementation report 2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 4 (D4) 	<p>KPI 4. D4-1st Implementation report submitted and accepted by UNDP. The report shall cover: (i) Conduct and results of initial trainings, including participant feedback and materials used; (ii) Development and submission of training materials and manuals; (iii) Creation of maps of risk areas and an assessment of their accuracy; (iv) Adaptation of selected measures based on the outcomes of initial training and consultations with stakeholders.</p>
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		costs incurred and supporting documents			
5	<p>For Deliverable 5:</p> <p>By January 7, 2026, or two weeks after submission to UNDP of D4, submit to UNDP:</p> <p>1) FACE form with estimations for achieving the Deliverable 5 (D5). 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period</p> <p><i>No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan.</i></p>				
	<p>USD 143,525.76 (10%) – 5th instalment will be reimbursed upon submission and approval by UNDP of D5</p>	<p>Submission Deadline: CZU must submit Deliverable 5 (D5) by 24 March 2026. No extensions will be granted unless formally requested and approved in writing.</p> <p>Review and Payment Process: CZU must submit FACE form with actual costs by 31 March 2026. UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual costs incurred and supporting documents</p>	<p>1 January 2026 – 31 March 2026 (Month #15)</p>	<p>1) D5- 2nd Quarterly Monitoring Report Implementation report, including a cumulative progress summary of activities and outcomes achieved up to the end of 2025</p> <p>2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 5 (D5)</p>	<p>KPI 5. D5 submitted and accepted by UNDP. The report shall include: (i) Implementation of selected measures for programs 1-5, with specific details on the activities conducted; (ii) Training and capacity building activities conducted during this period, including participant lists, training evaluations, and copies of training materials; (iii) Documentation of challenges encountered and how they were addressed; (iv) Financial report covering the expenditures incurred for the activities implemented.</p>
6	<p>For Deliverable 6:</p> <p>By April 7, 2026, or two weeks after submission to UNDP of D5, submit to UNDP:</p> <p>1) FACE form with estimations for achieving the Deliverable 6 (D6). 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period</p> <p><i>No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan.</i></p>				

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	<p>USD 143,525.76 (10%) – 6th instalment will be reimbursed upon submission and approval by UNDP of D6</p>	<p>Submission Deadline: CZU must submit Deliverable 6 (D6) by June 23, 2026. No extensions will be granted unless formally requested and approved in writing.</p> <p>Review and Payment Process: CZU must submit FACE form with actual costs by 30 June 2026. UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual costs incurred and supporting documents</p>	<p>1 April 2026 – 30 June 2026 (Month #18)</p>	<p>1) D6-3rd Quarterly Monitoring Report Implementation report; Annual Impact Report; Training Workshop Reports</p> <p>2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 6 (D6)</p>	<p>KPI 6. D6-3rd Quarterly Monitoring Report Implementation report is submitted and accepted by UNDP. The report shall include: (i) A comprehensive Quarterly Monitoring Report on the implementation of all activities; (ii) The Annual Impact Report, detailing the results of monitoring and any adjustments to measures; (iii) Training Workshop Reports, including participant lists, feedback, and any revisions made to training materials based on workshop outcomes.</p>
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7 For Deliverable 7:

By June 19, 2026, or two weeks after submission to UNDP of D7 submit to UNDP:

- 1) FACE form with estimations for achieving the Deliverable 7 (D7).
- 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period
- 3) Acknowledgment of the results of assurance activities (audits, financial spot checks, programmatic monitoring) that will be conducted by third-party auditors in 2025 at a frequency determined by the risk level identified through these activities. The acknowledgment must be accompanied by an action plan addressing any recommendations from the audit or spot check. Such acknowledgement and the action plan will be required for every assurance activity conducted in the reporting period.

No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan

	<p>USD 143,525.76 (10%) – 7th installment will be reimbursed upon submission and approval by UNDP of D7</p>	<p>Submission Deadline: CZU must submit Deliverable 7 (D7) by 31 August 24, 2026. No extensions will be granted unless formally requested and approved in writing.</p> <p>Review and</p>	<p>5 June 2026 – 4 September 2026 (Month #21)</p>	<p>1) D7-4th Quarterly Monitoring Report Implementation report</p> <p>2) Financial report in the FACE form with the expenditures incurred for achieving the</p>	<p>KPI 7. D7-4th Quarterly Monitoring Report Implementation report is submitted and accepted by UNDP. The report shall cover: (i) Continued implementation of selected measures for programs 1-5, including any adjustments made based on previous monitoring reports; (ii)</p>
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		<p>Payment Process: CZU must submit FACE form with actual costs by 4 September 2026. UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual costs incurred and supporting documents</p>		<p>Deliverable 7 (D7)</p>	<p>Training and capacity-building activities conducted, with a focus on any new or revised training materials and methods; (iii) Detailed financial reporting on activities and training conducted during this period.</p>
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For Deliverable 8:

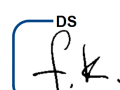
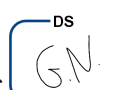
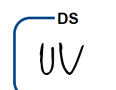

By September 18, 2026, or two weeks after submission to UNDP of D7 submit to UNDP:

- 1) FACE form with estimations for achieving the Deliverable 8 (D8).
- 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period

No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan

8	<p>USD 143,525.76 (10%) – 8th installment will be reimbursed upon submission and approval by UNDP of D8</p>	<p>Submission Deadline: CZU must submit Deliverable 8 (D8) by 30 November 23, 2026. No extensions will be granted unless formally requested and approved in writing.</p>	<p>4 September 2026 – 4December 2026 (Month #24)</p>	<ol style="list-style-type: none"> 1) D8-5th Quarterly Monitoring Report Implementation report 2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 8 (D8) 	<p>KPI 8. D8-5th Quarterly Monitoring Report Implementation report is submitted and accepted by UNDP. The report shall include: (i) Progress on the implementation of selected measures for programs 1-5; (ii) Evaluation of training and capacity-building activities, including feedback and effectiveness assessments; (iii) Updated maps and data on risk areas, reflecting any changes or new findings; (iv) Financial report detailing the expenditures for the activities conducted in this period.</p>
		<p>Review and Payment Process: CZU must submit FACE form with actual costs by 4 December 2026. UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual costs incurred and supporting documents</p>			

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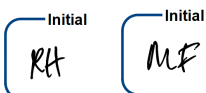
   

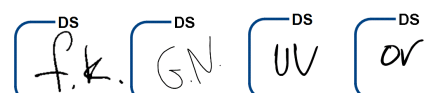
9	<p>For Deliverable 9:</p> <p>By December 18, 2026, or two weeks after submission to UNDP of D8 submit to UNDP:</p> <p>1) FACE form with estimations for achieving the Deliverable 9 (D9). 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period</p> <p><i>No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan</i></p>			
	<p>USD 143,525.76 (10%) – 9th installment will be reimbursed upon submission and approval by UNDP of D9</p>	<p>Submission Deadline: CZU must submit Deliverable 9 (D9) by February 26, 2027. No extensions will be granted unless formally requested and approved in writing.</p> <p>Review and Payment Process: CZU must submit FACE form with actual costs by 4 March 2027. UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual costs incurred and supporting documents</p>	<p>4 December 2026 – 4 March 2027 (Month #27)</p>	<p>1) D9-6th Quarterly Monitoring Report Implementation report including a cumulative progress summary of activities and outcomes achieved up to the end of 2026</p> <p>2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 9 (D9)</p>
10	<p>For Deliverable 10:</p> <p>By March 18, 2027, or two weeks after submission to UNDP of D9 submit to UNDP:</p> <p>1) FACE form with estimations for achieving the Deliverable 10 (D10). 2) Itemised Cost Estimate (ICE) showing the detailed activity budget including price and quantities for the expected reporting period 3) Written confirmation in the form of a letter that the recommendations of all assurance activities conducted in the period of 2024 – 2026 have been duly implemented</p> <p><i>No expenses or commitments, including pre-financing, should be incurred in the implementation of project activities until UNDP approves the FACE form, confirms the validity of the request, and ensures that the request aligns with the approved work plan</i></p>			
	<p>USD 143,525.76 (10%) – 10th installment will</p>	<p>Submission Deadline: CZU must</p>	<p>4 March 2027 –</p>	<p>1) D10-(1) 7th Quarterly</p>

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	<p>be reimbursed upon submission and approval by UNDP of D10</p>	<p>submit Deliverable 10 (D10) by May 28, 2027. No extensions will be granted unless formally requested and approved in writing.</p> <p>Review and Payment Process: CZU must submit FACE form with actual costs by 4 June 2027. UNDP will initiate the payment process within two weeks of receiving and approving FACE forms with actual costs incurred and supporting documents Reimbursement will be contingent upon:</p> <ol style="list-style-type: none"> 1. Completion of the task as outlined in Deliverable 10 of the approved Work Plan and FACE form. 2. Submission and approval of the final narrative and financial report for the entire project implementation period. 3. Successful completion of assurance activities for 2026, ensuring no significant adverse findings or net financial impact. 	<p>4 June 2027 (Month #30)</p>	<p>Monitoring Report Implementation report (2) Final Report including financial report; (3) Annual Impact Report; (4) Training Workshop Reports</p> <ol style="list-style-type: none"> 2) Final narrative report on the entire period of project implementation , i.e. 6th January 2025 to 4th June 2027 3) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 9 (D9) 4) Financial report for the entire period of project implementation , i.e. 6th January 2025 to 4th June 2027 	<p>entire period of project implementation, i.e., 6 January 2025 – 4 June 2027, is submitted and accepted by UNDP. The report shall include: (i) A comprehensive overview of all activities implemented, including successes, challenges, and lessons learned; (ii) Final Financial Report covering the entire period of project implementation, with a detailed breakdown of expenditures by program and activity; (iii) Final Impact Report, summarizing results of all monitoring and evaluation activities; (iv) Final Training Workshop Reports, including an overall evaluation of the training and capacity-building efforts.</p>
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6. Information for CSO Bank Account into Which Funds Will Be Disbursed:

Account Name: Česká zemědělská univerzita v Praze
 Account Title:xxxxx
 Account Number:xxxxx
 Bank Name:xxxxx
 Bank Address:Praha 4, Olbrachtova 1929/62, PSČ 140 00, IČO: 45 24 47 82
 Bank SWIFT Code:GIBACZPXXXX
 Bank Code:xxxxx

7. Notices to CSO:

Name:**Prof. Ing. Petr Sklenička**
 Address: **Kamýcká 129, 165 00 Praha – Suchdol,
 Czech Republic**

Tel: +xxxxx Email:xxxxx

8. Notices to UNDP:

Name: **Ms.Lazima Onta Bhatta, Resident
 Representative a.i., UNDP Tajikistan**
 Address:**39, Ayni street, Dushanbe, Tajikistan**

Tel: +xxxxx
 Email:xxxxx

9. Signed for **Czech University of Life Sciences Prague** by its Authorized Representative

Date: 15-Jan-2025 Signature: 

10. Signed for the **United Nations Development Programme** by its Authorized Representative

Date: 14-Jan-2025 Signature: 

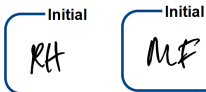
The following documents constitute the entire Agreement (the "Agreement") between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter: this face sheet ("Face Sheet")

Standard Terms and Conditions

Annex A – Project Document (including the Work Plan)

Annex B – CSO Technical and Financial Proposals

If there is inconsistency between any of the documents forming part of this Agreement, the Agreement will be interpreted in the above order of priority.

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STANDARD TERMS AND CONDITIONS

WHEREAS the Government of the Host Country indicated in block 1 of the Face Sheet and the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP") concluded a project document (hereinafter the "Project Document") for the project named in block 3 of the Face Sheet (hereinafter the "Project");

WHEREAS, pursuant to the Project Document, UNDP serves as an implementing partner under the Project;

WHEREAS in its capacity as an implementing partner, UNDP has selected the civil society organization named in block 2 of the Face Sheet (hereinafter the "CSO"), as a responsible party to implement activities (hereinafter the "Activities") and achieve deliverables (hereinafter the "Deliverables") within the time frames and pursuant to the budget set forth in the Work Plan which forms part of the Project Document (hereinafter the "Work Plan");

WHEREAS UNDP and the CSO (together referred to as the "Parties" or, individually, a "Party"), pursuant to their respective mandates and policies, share a common aim in the furtherance of sustainable development; and

WHEREAS the CSO understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes set forth in the Project Document.

NOW, THEREFORE, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

1.0 Objectives and General Responsibilities of the Parties

1.1 The Parties agree that the main objective of this Agreement is to further the goals of the Project through the successful implementation of the Activities and achievement of the Deliverables.

1.2 Consistent with this objective, the CSO shall commence and implement the Activities and achieve the Deliverables with due diligence and efficiency, pursuant to the schedule set forth in the Work Plan, and in accordance with the terms and conditions of this Agreement. The Activities must be consistent with the regulations, rules, policies and procedures of UNDP.

1.3 All deadlines and time limits contained in this Agreement shall be deemed to be of the essence in respect of the implementation of the Activities and achievement of the Deliverables under this Agreement.

1.4 Any information or data provided by the CSO to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities, Deliverables and reports foreseen under this Agreement, will conform to the highest professional standards.

1.5 The Parties shall on a regular basis keep each other informed of, and consult on matters pertaining to the implementation of the Activities and achievement of the Deliverables under this Agreement.

2.0 Financial Arrangements

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2.1 Pursuant to the budget contained in the Work Plan, UNDP shall make available to the CSO funds up to the maximum amount indicated in block 5 of the Face Sheet upon timely achievement of the Deliverables and in accordance with the schedule set forth in the Work Plan.

2.2 The amounts stated above shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the CSO in the implementation of the Activities.

2.3 All payments shall be made by UNDP to the CSO bank account indicated in block 6 of the Face Sheet.

2.4 Payments effected by UNDP to the CSO shall be deemed neither to relieve the CSO of its obligations under this Agreement nor as acceptance by UNDP of the CSO's performance of the Activities.

2.5 The CSO shall notify UNDP about any expected budget variations. The CSO shall be authorized to make variations not exceeding twenty (20) per cent on any one budget line item in the Work Plan, provided that the maximum amount allocated by UNDP pursuant to paragraph 2.1 above, is not exceeded. Any variations exceeding twenty (20) per cent on any one budget line item that may be necessary for the proper and successful implementation of the Activities under this Agreement shall be subject to prior consultations with, and written approval by, UNDP.

2.6 UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Work Plan, not authorized by UNDP pursuant to the preceding paragraph, or exceeding the maximum amount referred to in paragraph 2.1 above.

2.7 Unless otherwise agreed in writing by UNDP, the CSO shall return all unspent funds and income (including interest) to UNDP within one (1) month of completion of the Activities or termination of this Agreement, whichever is earlier.

3.0 Refund

3.1 The CSO shall disburse the funds made available to it by UNDP and incur expenditures in connection with the Activities on the terms and conditions set forth in this Agreement and the Work Plan. In the event that the CSO disburses the funds or incurs expenditures in violation of this Agreement and/or the Work Plan, notwithstanding the availability or exercise of any other remedies under this Agreement, the CSO shall refund the amounts to UNDP not later than thirty (30) days after the CSO receives a written request for such refund from UNDP. Failing that, UNDP may deduct the amount of the requested refund from any payments due to the CSO under this Agreement.

4.0 The CSO Personnel

4.1 The CSO shall be fully responsible and liable for all persons engaged by it in connection with the Activities, including employees, consultants, agents, accountants, advisers, and contractors (hereinafter the "CSO Personnel"). The CSO shall ensure that the CSO Personnel meet the highest standards of professional qualifications and competence necessary for the implementation of the Activities and achievement of the Deliverables under this Agreement, are free from any conflicts of interest related to the Activities, respect the local laws and customs, and conform to the highest standards of moral and ethical conduct.

4.2 The CSO Personnel shall not be considered in any respect as being the officials, personnel, employees or staff or agents of UNDP or the United Nations.

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4.3 The CSO agrees and shall ensure that the CSO Personnel performing the Activities under this Agreement:

- a) Shall not seek nor accept instructions regarding the Project from any Government or other authority external to the CSO or UNDP;
- b) Shall refrain from any conduct that would adversely reflect on UNDP or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNDP or the United Nations; and
- c) Shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article 12.0 below.

4.4 The CSO's decisions related to the CSO Personnel, including employment or dismissal, shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, sexual orientation, handicapped status, or other similar factors.

5.0 Assignment

5.1 The CSO shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the CSO's rights, claims or obligations under this Agreement except with the prior written consent of UNDP.

6.0 Contracting

6.1 In the event the CSO requires the services of contractors, the CSO shall remain responsible for their acts and omissions in relation to the Activities as if they were the acts and omissions of the CSO. The terms of any contract with any such contractor shall be subject to and conform to the provisions of this Agreement.

7.0 Procurement

7.1 Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the CSO in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed in writing by UNDP.

8.0 Equipment

8.1 Any non-consumable supplies, equipment, vehicles and materials financed by UNDP or furnished by UNDP to the CSO under this Agreement (hereinafter the "Equipment") shall remain the property of UNDP.

8.2 The CSO shall be responsible for the proper custody, maintenance and care of the Equipment. It shall also maintain complete and accurate records of the Equipment, and shall regularly verify the inventory thereof. In addition, it shall purchase and maintain appropriate insurance for the Equipment in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.

8.3 UNDP shall provide reasonable assistance to the CSO in connection with clearing the Equipment through customs at ports of entry into the country where the Activities are to be implemented.

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8.4 In the event of damage, theft, loss or other forfeiture of the Equipment, the CSO shall provide UNDP with a complete written report supported, where appropriate, by a police report and any other evidence, giving full particulars of the events leading to the loss of, or damage to the Equipment.

8.5 The CSO shall return the Equipment to UNDP within thirty (30) days upon completion of the Activities or termination of this Agreement, whichever is earlier, or when no longer needed by the CSO. When returned to UNDP, the Equipment shall be in the same condition as when furnished to the CSO, subject to normal wear and tear.

8.6 UNDP may request compensation for the damaged, stolen, lost or otherwise forfeited Equipment, or the Equipment determined by UNDP to be degraded beyond normal wear and tear. If the CSO fails to compensate UNDP within thirty (30) days of UNDP's request, UNDP may deduct the amount thereof from any payments due to the CSO under this Agreement.

9.0 Copyrights, Patents, and Other Proprietary Rights

9.1 Except as may be otherwise agreed by the Parties in this Agreement, UNDP 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 CSO has developed for UNDP under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The CSO acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

9.2 The CSO shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. UNDP shall cooperate as appropriate and necessary.

10.0 Reporting

10.1 The CSO shall report to UNDP on the implementation of the Activities and achievement of the Deliverables under this Agreement.

10.2 The CSO shall provide UNDP with (a) quarterly reports, due within thirty (30) days after the end of each quarter; (b) if the duration of this Agreement exceeds one (1) year, annual reports, due within sixty (60) days after the end of each year; and (c) a final report, due within sixty (60) days after the completion of the Activities or expiration or prior termination of this Agreement.

10.3 Each report must be written in the English language and must, *inter alia*, contain information on:

- a) Activities carried out under the Agreement during the reported period;
- b) Progress towards achieving the Deliverables during the reported period;
- c) Corresponding indicators, baselines, sources of data, and data collection methods;
- d) Any new issues, risks, challenges and opportunities that should be considered in implementing the Activities;

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- e) Financial data, including cash receipts and disbursements incurred by the CSO, reconciliation of outstanding advances and foreign exchange loss or gain during the reported period, if applicable; and
- f) Cumulative financial data, showing satisfactory management and use of UNDP resources.

10.4 In addition, the annual report and final reports, referred to in paragraph 10.2 above, must contain audited financial statements and records related to the Activities.

10.5 The CSO shall provide such additional reports related to the Activities as may be reasonably required by UNDP under its regulations, rules, policies and procedures.

11.0 Maintenance of Records

11.1 The CSO shall keep accurate and up-to-date records and documents, including original invoices, bills, and receipts pertinent to each transaction related to the Activities under this Agreement.

11.2 The CSO shall promptly disclose to UNDP any income, including interest, arising from the Activities. Such income shall be reflected in a revised Work Plan and recorded as accrued income to UNDP, unless otherwise agreed by the Parties.

11.3 Upon completion of the Activities, or the termination of this Agreement, the CSO shall maintain the records for a period of at least five (5) years, unless otherwise agreed by the Parties.

12.0 Confidentiality

12.1 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties.

12.2 The CSO may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the CSO will give UNDP sufficient prior notice of a request for the disclosure of information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

12.3 UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

12.4 These obligations shall not lapse upon completion of the Activities or termination of this Agreement, whichever is earlier.

13.0 Insurance and Liabilities to Third Parties

13.1 The CSO shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used in connection with the Activities under this Agreement.

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13.2 The CSO shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to the CSO Personnel to cover claims for personal injury or death in connection with this Agreement.

13.3 The CSO 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 Activities, as well as the use of the Equipment owned or leased by the CSO or the CSO Personnel, or furnished or financed by UNDP pursuant to Article 8.0 above.

14.0 Indemnity

14.1 The CSO shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the CSO, including the CSO Personnel, under this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, damage to property or other hazards that may be suffered by the CSO Personnel as a result of their services pertaining to the Activities, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the CSO or the CSO Personnel.

15.0 Tax Exemptions

15.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, 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 the United Nations' exemption from such taxes, duties or charges, the CSO shall immediately consult with UNDP to determine a mutually acceptable solution.

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

16.0 Security and Anti-Terrorism

16.1 The responsibility for the safety and security of the CSO and the CSO Personnel and property, as well as of the Equipment and other UNDP property in the CSO's custody, shall rest with the CSO.

16.2 UNDP reserves the right to verify whether the necessary security arrangements are in place, and to suggest modifications thereto when necessary. 16.3 The CSO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all contracts entered into under this Agreement.

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17.0 Audit and Investigations

17.1 All payments made by UNDP under this Agreement shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of this Agreement and for a period of five (5) years following the completion of the Activities or the termination of this Agreement.

17.2 The CSO acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of this Agreement or the selection of the CSO as a responsible party, the obligations performed under this Agreement, and the operations of the CSO generally relating to the performance of this Agreement. The right of UNDP to conduct an investigation and the CSO's obligation to comply with such an investigation shall not lapse upon completion of the Activities or the termination of this Agreement, whichever is earlier.

17.3 The CSO shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the CSO's obligation to make available the CSO Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNDP access to the CSO's premises at reasonable times and on reasonable conditions. The CSO shall cause the CSO Personnel to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

17.4 UNDP shall be entitled to a refund from the CSO for any amounts shown by audits and investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

18.0 Force Majeure

18.1 In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement, the Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement by UNDP pursuant to Article 28.0, or termination of this Agreement by the CSO with at least seven (7) days written notice of such termination.

18.2 In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 28.0 below, shall apply.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, 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 the Party invoking *force majeure*. The CSO acknowledges and agrees that, with respect to any obligations under this Agreement that the CSO must perform in areas in which the United Nations 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.

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19.0 Use of the Name, Emblem and Official Seal of UNDP

19.1 The CSO shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

19.2 The Parties shall cooperate in any public relations or publicity exercises when UNDP deems these appropriate or useful.

20.0 Privileges and Immunities

20.1 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 and UNDP.

21.0 Officials Not to Benefit

21.1 The CSO represents and warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof, to any representative, official, employee, or other agent of UNDP.

22.0 Observance of the Law

22.1 The CSO shall comply with all laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.

23.0 Child Labor

23.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiary or affiliated entities (if any) nor the CSO Personnel are 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.

24.0 Mines

24.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiaries or affiliated entities (if any) nor any CSO Personnel is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

25.0 Sexual Exploitation

25.1 In the performance of this Agreement, the CSO shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the CSO shall not

engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

25.2 The CSO shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the CSO Personnel. 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 CSO shall refrain from, and shall take all reasonable and appropriate measures to prohibit the CSO Personnel or any other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The CSO acknowledges and agrees that the provisions of this Article 25.0 constitute an essential term of the Agreement and that any breach of these provisions shall entitle UNDP to terminate the Agreement immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind.

25.3 UNDP shall not apply the foregoing standard relating to age in any case in which the CSO Personnel 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 CSO Personnel.

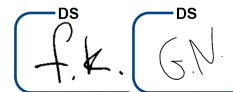
26.0 Conflicts of Interest; Anti-Corruption

26.1 The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the CSO shall maintain standards of conflict that govern the performance of the CSO Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

26.2 The CSO and persons affiliated with it, including the CSO Personnel, shall not engage in the following practices:

- a) participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNDP, in which the person, members of the person’s immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- c) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
- e) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the CSP, designed to establish bid prices at artificial, non-competitive levels; or
- f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

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26.3 If the CSO has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 26 undertaken by anyone affiliated with the CSO, the CSO shall immediately disclose the existence of such practices to UNDP.

26.4 The CSO acknowledges and agrees that each of the provisions in Articles 21 to 26 hereof constitutes an essential term of the Agreement and that any breach of any of these provisions shall entitle UNDP to terminate the Agreement or any other contract with UNDP immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

27.0 Dispute Settlement

27.1 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 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.

27.2 If such dispute, controversy or claim between the Parties is not 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, it 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 Contract, order the termination of the 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 Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") 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 the 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.

28.0 Termination of this Agreement

28.1 The Parties recognize that successful implementation and completion of the Activities and achievement of the Deliverables are of paramount importance, and that UNDP may find it necessary to terminate or to modify the Activities, should circumstances arise that jeopardize successful completion of the Project. The provisions of the present Article shall apply to any such situation.

28.2 UNDP shall consult with the CSO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities, or achievement of the Deliverables. For its part, the CSO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective

steps by the CSO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this Agreement on the beneficiaries of the Project.

28.3 UNDP may, at any time after occurrence of the circumstances in question, and after appropriate consultations with the CSO, suspend or terminate this Agreement by written notice to the CSO, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph.

28.4 Upon receipt of a notice of termination by UNDP under the present Article, the CSO shall take immediate steps to terminate the Activities under this Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The CSO shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under Article 2.0, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 8.0.

28.5 In the event of termination by UNDP under this Article 28.0, UNDP shall only reimburse the CSO the costs incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement. Such reimbursement, when added to the amounts previously made available to the CSO by UNDP in accordance with Article 2.0 above, shall not exceed the maximum amount of funds referred to in paragraph 2.1 of that Article.

28.6 Following the termination, in the event UNDP decides to transfer the responsibilities of the CSO for the Activities to another entity, the CSO shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

28.7 Notwithstanding anything in this Agreement to the contrary, UNDP may terminate this Agreement at any time without having to provide any justification therefor upon sixty (60) days' advance written notice to the CSO.

29.0 Notices

29.1 Any notice, request, document, report, or other communication submitted by either the CSO or UNDP shall be in writing and sent to the other party at the address information set forth in block 7 or block 8 of the Face Sheet, as appropriate.

30.0 Survival

30.1 The provisions of Article 3.0 (Refund), Article 4.0 (The CSO Personnel), Article 7.0 (Procurement), Article 8.0 (Equipment), Article 9.0 (Copyrights, Patents, and Other Proprietary Rights), Article 10.0 (Reporting), Article 11.0 (Maintenance of Records), Article 12.0 (Confidentiality), Article 14.0 (Indemnity), Article 17.0 (Audit and Investigations), Article 20.0 (Privileges and Immunities), and Article 27.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project term or the termination of this Agreement.

31.0 Other CSO Representations and Warranties

31.1 The CSO represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the CSO and is enforceable against it in accordance with its terms.

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32. Entry into Force, Duration, Extension and Modification of this Agreement

32.1 This Agreement shall enter into force on the date of its signature by both the CSO and UNDP, acting through their duly Authorized Representatives identified in blocks 9 and 10 of the Face Sheet, and terminate on the Implementation Period end date indicated in block 4 of the Face Sheet.

32.2 Should it become evident to the CSO during the implementation of the Activities that an extension beyond the Implementation Period end date set forth in block 4 of the Face Sheet will be necessary to achieve the Deliverables, the CSO shall, without delay, inform UNDP and give full particulars. UNDP shall take such action as, in its sole discretion, it considers appropriate or necessary under the circumstances, including the granting to the CSO of a reasonable extension of time in which to perform its obligations under this Agreement.

32.3 This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

32.4 Failure by either Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Agreement.

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MULTI-YEAR WORK PLAN ¹²

All anticipated programmatic and operational costs to support the project, including development effectiveness and implementation support arrangements, need to be identified, estimated and fully costed in the project budget under the relevant output(s). This includes activities that directly support the project, such as communication, human resources, procurement, finance, audit, policy advisory, quality assurance, reporting, management, etc. All services which are directly related to the project need to be disclosed transparently in the project document.

EXPECTED OUTPUTS	PLANNED ACTIVITIES	Planned Budget by Year				RESPONSIBLE PARTY	PLANNED BUDGET		
		Y1	Y2	Y3	Y4		Funding Source	Budget Description	Amount
Output 1: <i>Gender marker: KPI 1. D1-Startup Report (Lot 1 and Lot 2) is submitted and accepted by UNDP.</i>	1.1 Activity Administration set up	\$5 700				CZU	UNDP		\$5 700
	1.2 Activity Collection and preparation of basic documentation	\$7 300				CZU	UNDP		\$7 300
	1.3 Activity Clarification and initial review of the existing Watershed Action Plan (WAP) Core Programs in the relevant Jamoats	\$17 000				CZU	UNDP		\$17 000
	1.4 Activity Stakeholders meeting introducing the project and team, feedback collection, bilateral consultations	\$38 000				CZU	UNDP		\$38 000
	1.5 Activity Identification of other key stakeholders for further consultations.	\$2 762,88				CZU	UNDP		\$2 762,88
	MONITORING	\$1 000				CZU	UNDP		\$1 000
	Sub-Total for Output 1								

¹ Cost definitions and classifications for programme and development effectiveness costs to be charged to the project are defined in the Executive Board decision DP/2010/32

² Changes to a project budget affecting the scope (outputs), completion date, or total estimated project costs require a formal budget revision that must be signed by the project board. In other cases, the UNDP programme manager alone may sign the revision provided the other signatories have no objection. This procedure may be applied for example when the purpose of the revision is only to re-phase activities among years.

Output 2: <i>Gender marker: D2-1st interim report is submitted and accepted by UNDP.</i>	2.1 Activity First part of the "Inception phase" activities, including a comprehensive review and water risk analysis	\$40 400				CZU	UNDP		\$40 400
	2.2 Activity Preparation of an initial training needs assessment	\$29 000				CZU	UNDP		\$29 000
	2.3 Activity Desk research and analysis	\$35 000				CZU	UNDP		\$35 000
	2.4 Activity Preparation of the first general draft of the WAP Implementation Workplan for Programs in the relevant northern Jamoats	\$45 000				CZU	UNDP		\$45 000
	2.5 Activity Data collection by partners	\$29 007,20				CZU	UNDP		\$29 007,20
	MONITORING	\$1 000				CZU	UNDP		\$1 000
	Sub-Total for Output 2							\$179 407,20	
Output 3: <i>Gender marker: D3-Detailed WAP Programs Implementation workplan is submitted and accepted by UNDP.</i>	3.1 Activity Full report and risk map including preliminary resource allocation and identification of key implementation challenges	\$38 000				CZU	UNDP		\$38 000
	3.2 Activity Completion of field research and stakeholder consultations, with documented findings	\$58 000				CZU	UNDP		\$58 000
	3.3 Activity Initial drafts of training materials and manuals developed for the upcoming training sessions	\$30 000				CZU	UNDP		\$30 000
	3.4 Activity Detailed Implementation Plans for all relevant northern Jamoats (total of 8 Implementation Plans).	\$52 407				CZU	UNDP		\$52 407
	MONITORING	\$1 000				CZU	UNDP		\$1 000
	Sub-Total for Output 2							\$179 407,20	

Output 4: <i>Gender marker: D4-1st Implementation report submitted and accepted by UNDP.</i>	4.1 Activity Preparation and Submission of the 1st Implementation Report	\$142 52 5,76				CZU	UNDP		\$142 525, 76
	MONITORING	\$1 000				CZU	UNDP		\$1 000
	Sub-Total for Output 4							\$143 525,76	
Output 5: <i>Gender marker: D5 submitted and accepted by UNDP.</i>	5.1 Activity Preparation and Submission of the 5th deliverable	\$142 52 5,76				CZU	UNDP		\$142 525, 76
	MONITORING	\$1 000				CZU	UNDP		\$1 000
	Sub-Total for Output 5							\$143 525,76	
Output 6: <i>Gender marker: D6-3rd Quarterly Monitoring Report Implementation report is submitted and accepted by UNDP.</i>	6.1 Activity Preparation and Submission of the Monitoring and implementation report	\$142 52 5,76				CZU	UNDP		\$142 525, 76
	MONITORING	\$1 000				CZU	UNDP		\$1 000
	Sub-Total for Output 6							\$143 525,76	
Output 7: <i>Gender marker: D7-4th Quarterly Monitoring Report Implementation report is submitted and accepted by UNDP.</i>	7.1 Activity Preparation and Submission of the Monitoring and implementation report	\$142 52 5,76				CZU	UNDP		\$142 525, 76
	MONITORING	\$1 000				CZU	UNDP		\$1 000
	Sub-Total for Output 7							\$143 525,76	
Output 8: <i>Gender marker: D8-5th Quarterly Monitoring Report Implementation report is submitted and accepted by UNDP.</i>	8.1 Activity Preparation and Submission of the Monitoring and implementation report	\$142 52 5,76				CZU	UNDP		\$142 525, 76
	MONITORING	\$1 000				CZU	UNDP		\$1 000
	Sub-Total for Output 8							\$143 525,76	
Output 9: <i>Gender marker:</i>	9.1 Activity Preparation and Submission of the Monitoring and implementation report	\$142 52 5,76				CZU	UNDP		\$142 525, 76
	MONITORING	\$1 000				CZU	UNDP		\$1 000

<p><i>D9-6th Quarterly Monitoring Report Implementation report is submitted and accepted by UNDP.</i></p>	<p>Sub-Total for Output 9</p>						<p>\$143 525,76</p>		
<p>Output 10:</p> <p><i>Gender marker:</i></p> <p><i>D10- Final narrative report on the entire period of project implementation, i.e., 01 September 2024 – 28 February 2027, is submitted and accepted by UNDP.</i></p>	<p>10.1 Activity Preparation and Submission of the Monitoring and implementation report</p>			<p>\$142 525,76</p>		<p>CZU</p>	<p>UNDP</p>	<p>\$142 525,76</p>	
	<p>MONITORING</p>			<p>\$1 000</p>		<p>CZU</p>	<p>UNDP</p>	<p>\$1 000</p>	
	<p>Sub-Total for Output 10</p>						<p>\$143 525,76</p>		
<p>Evaluation (as relevant)</p>	<p>EVALUATION</p>								
<p>General Management Support</p>									
<p>TOTAL</p>							<p>\$1 435 257,60</p>		

AWP for 2025													
PROJECT:	Implementing the initiation of the Core Programs of 8 Jamaot Watershed Action plans in the northern part of the Kofirnighan River Basin												
Award ID (Agreement)	00111538-CFP-UNDP-AF												
Project Outputs as per RRF	Targets 2025 (annual milestones) as per RRF	Activity	Sub-activity	Type of instrument to be used	Budgetary account description	Budgetary account code	Funding Source	Q1	Q2	Q3	Q4	Total Annual Budget	
Outcome Title													
1) D1-Startup Report 2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 1 (D1)	KPI 1. D1-Startup Report (Lot 1 and Lot 2) is submitted and accepted by UNDP.	A 1.1 Administration set up	Setting the reporting standards Contract with partners Contracting experts	Consultancy services, contracts, and agreement	Planning contractual agreements, recruitment of administrative experts.	B7000 71200 71300 72000 72300 74210	UNDP	\$5 700,00				\$5 700,00	
		A 1.2 Collection and preparation of basic documentation	Collection of available materials, cooperation with local partner	Data collection tools, local partnerships	Local experts costs Printing documentation, travel expenses for data collection.	B7000 71200 71300 72000 71610 71620 72300 74210	UNDP	\$7 300,00				\$7 300,00	
		A 1.3 Clarification and initial review of the existing Watershed Action Plan (WAP) Core Programs in the relevant Jamaots	Analysis of existing WAPs in respect of project TOR	Analysis services, technical reviews	International experts costs Data evaluation costs	B7000 71200 71300 71610 71620 72300 72000	UNDP	\$17 000,00					\$17 000,00
		A 1.4 Stakeholders meeting introducing the project and team, feedback collection, bilateral consultations	1st Mission - project introduction Stakeholders roundtable Local partner workshop Bilateral meetings Feedback and data collection	12 Expets 7 days 12 airtickets 6 nights hotel daily allowances	International experts costs Travel costs Organizing workshops (e.g., venue rentals, catering).	71200 71300 71605 71610 71600 71615 71620 75700 72000	UNDP	\$38 000,00					\$38 000,00
		A 1.5 Identification of other key stakeholders for further consultations.	Conduct stakeholder mapping to identify key actors in relevant sectors.	Consultations with partner representatives	Consultancy services	B7000 71200 71300 72000	UNDP	\$3 762,88					\$3 762,88
Sub total												\$71 762,88	
		A 2.1 First part of the "Inception phase" activities, including a comprehensive review and water risk analysis	Conduct initial consultations with stakeholders for defining inception phase objectives. Perform a detailed water risk assessment and mapping in the targeted areas. Draft an inception phase summary report for review.	Consultancy services Water risk assessment tools.	Consultancy services International experts costs Data collection costs	71300 71200	UNDP		\$40 400,00			\$40 400,00	

<p>1) D2-1st interim Review Report including the output of the desk research, initial water risk report</p> <p>2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 2 (D2)</p>	<p>KPI 2. D2-1st interim report is submitted and accepted by UNDP.</p>	<p>A 2.2 Preparation of an initial training needs assessment</p>	<p>Identify target groups and assess their training requirements. Develop a framework for the training needs assessment process. Prepare a draft report on training needs and present it for feedback.</p>	<p>Needs assessment tools Training modules development.</p>	<p>International experts Travel costs for stakeholder meetings, and assessment materials.</p>	<p>71200 71605 71600 71615 75700</p>	<p>UNDP</p>		<p>\$29 000,00</p>			<p>\$29 000,00</p>	
		<p>A 2.3 Desk research and analysis</p>	<p>Review existing literature and reports related to water risk in the Jamaot areas. Compile and analyze relevant data for baseline establishment. Summarize findings and integrate into the interim report.</p>	<p>Desk research tools Consultancy services.</p>	<p>Data collection costs, expert consultancy fees.</p>	<p>71300 71200</p>	<p>UNDP</p>		<p>\$35 000,00</p>			<p>\$35 000,00</p>	
		<p>A 2.4 Preparation of the first general draft of the WAP Implementation Workplan for Programs in the relevant northern Jamaots</p>	<p>2nd Mission - Organize a team workshop to outline the draft workplan. Develop the structure and content of the workplan based on gathered inputs. Submit the draft workplan for internal review.</p>	<p>5 Expets 5 days 5 airtickets 5 experts, 5 nights hotel daily allowances</p>	<p>International experts costs Travel costs Organizing workshops (e.g., venue rentals, catering).</p>	<p>71200 71605 71600 71615 75700</p>	<p>UNDP</p>		<p>\$45 000,00</p>			<p>\$45 000,00</p>	
		<p>A 2.5 Data collection by partners</p>	<p>Coordinate with local partners for data collection activities. Ensure quality control and validation of collected data. Compile data into a shared repository for project use.</p>	<p>Data collection tools Local partnerships.</p>	<p>Partner support costs, travel costs for data collection.</p>	<p>71300 74210</p>	<p>UNDP</p>		<p>\$30 007,20</p>			<p>\$30 007,20</p>	
		Sub total											
		<p>A 3.1 Full report and risk map including preliminary resource allocation and identification of key implementation challenges</p>	<p>Develop a comprehensive risk map based on field data and consultations. Identify key implementation challenges and propose mitigation strategies. Prepare a preliminary resource allocation framework. Draft and submit a detailed report for internal review.</p>	<p>Risk mapping tools, consultancy services.</p>	<p>Costs for risk mapping, consultancy fees, and report preparation.</p>	<p>71200 71300 74210</p>	<p>UNDP</p>		<p>\$38 000,00</p>			<p>\$38 000,00</p>	

1) D3-Detailed WAP Programs Implementation workplan and list of priority and supporting measures (programmes 1 - 5) discussion with UNDP. Stakeholders' consultations report 2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 3 (D3)	KPI 3. D3- Detailed WAP Programs Implementation workplan is submitted and accepted by UNDP.	A 3.2 Completion of field research and stakeholder consultations, with documented findings	Coordinate and plan stakeholder meetings in relevant Jamoats. Conduct field research to gather data on resource allocation and implementation challenges. 3rd mission for experts to Tajikistan to conduct consultations, provide technical assistance, and validate findings. Prepare and document findings from field research and consultations.	Fieldwork tools, consultancy services, travel arrangements.	International experts costs Travel expenses (flights, per diems, accommodation), local transport, stakeholder meeting costs.	71200 71605 71600 71615 75700	UNDP			\$58 000,00		\$58 000,00
		A 3.3 Initial drafts of training materials and manuals developed for the upcoming training sessions	Develop a framework for training materials and manuals. Collaborate with local stakeholders to ensure relevance of materials. Prepare and review draft manuals.	Consultancy services, training development tools	Costs for content development Local experts costs International experts costs	75700 71300 71200	UNDP			\$30 000,00		\$30 000,00
		A 3.4 Detailed Implementation Plans for all relevant northern Jamoats (total of 8 Implementation Plans).	Developed timeline of implementation of programs and a comprehensive roadmap	Planning software, stakeholder workshops, consultancy services.	Costs for timeline development, stakeholder engagement, and roadmap drafting.	75700 71300 71200	UNDP			\$20 000,00		\$20 000,00
			Resource allocation plans, including budget estimates for each phase	Budgeting tools, financial consultancy services.	Costs for resource planning, budget estimation, and stakeholder consultations.	71300 71200	UNDP			\$10 000,00		\$10 000,00
			A fully developed impact monitoring framework, including key performance indicators and baseline metrics	Monitoring and evaluation software, data collection tools, consultancy services.	Costs for KPI design, baseline data collection, and framework development.	71200 71300	UNDP			\$12 400,00		\$12 400,00
			A process for capturing and documenting lessons learned during the initial phases of implementation	Costs for organizing workshops, collecting feedback, and report writing.	Costs for organizing workshops, collecting feedback, and report writing.	75700 71300 71200	UNDP			\$6 000,00		\$6 000,00
			A detailed financial report on the activities implemented to date.	Financial reporting software, data analysis tools.	Costs for financial data collection, report preparation, and expert review.	74105 B7000	UNDP			\$5 007,20		\$5 007,20
Sub total												\$179 407,20
		Conduct and results of initial trainings, including participant feedback and materials used	Feedback collection tools, consultancy services.	Collecting feedback, and preparing reports.	71300 71200	UNDP			\$35 000,00		\$35 000,00	

1) D4-1st Implementation report 2) Financial report in the FACE form with the expenditures incurred for achieving the Deliverable 4 (D4)	KPI 4. D4-1st Implementation report submitted and accepted by UNDP.	A 4.1 Preparation and Submission of the 1st Implementation Report	Development and submission of training materials and manuals	Consultancy services, content development tools.	Costs for designing training manuals, reviewing materials, and submitting documents.	75700 71300 71200	UNDP				\$26 500,00	\$26 500,00
			Creation of maps of risk areas and an assessment of their accuracy	Software, consultancy services	Costs for map creation, stakeholder validation, and data analysis. International experts costs	57500 71300 71200 74210	UNDP				\$35 000,00	\$35 000,00
			Adaptation of selected measures based on the outcomes of initial training and consultations with stakeholders.	Consultancy services, stakeholder engagement workshops, mission logistics.	Costs for adapting measures, organizing stakeholder feedback sessions, technical revisions, and mission expenses.	71200 71605 71600 71615 75700	UNDP				\$47 025,76	\$47 025,76
Sub total											\$143 525,76	\$143 525,76
Sub-total Component 1											\$574 103,04	\$574 103,04
Outcome Title												
												\$0,00
												\$0,00
Sub total											\$0,00	\$0,00
												\$0,00
												\$0,00
Sub total											\$0,00	\$0,00
												\$0,00
												\$0,00
Sub total											\$0,00	\$0,00
Sub total Component X											\$0,00	\$0,00
Outcome Title												

Annex 4: Total Budget Allocation

Budget Item	Units	Unit Costs (USD)	No of units	Total Costs (USD)
International Team Leader	day	450	150	67 500
Community-Based Natural Disaster Risk Reduction Team Leader (international or national)	day	400	90	36 000
Emergency Management Expert	day	300	120	36 000
Non-key experts	lumpsum			70 000
International flights	No	1400	15	21 000
Accommodation	day	80	105	8 400
Daily allowances	day	45	120	5 400
TOTAL				244 300

Cashflow	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Total
Personnel costs	9300	23250	23250	22350	22350	22350	22350	22350	22350	19600	209500
Travel costs	6585	4390	9450	2115	2115	2115	2115	2115	2115	1685	34800
SUM	15885	27640	32700	24465	24465	24465	24465	24465	24465	21285	244300

Agency: UNDP Tajikistan Date:

Country: Tajikistan

Type of Request:

Project Code & Title: **00111538-CFP-UNDP-AF** Implementing the initiation of the Core Programs of 8 Jamoat Watershed Action plans in the northern part of the Kofirnighan River Basin

Direct Cash Transfer (DCT)

Responsible Officer(s): Giyosiddin Nemonov

Reimbursement

Implementing Partner: Czech University of Life Sc

Direct Payment

Currency: _____USD_____

REPORTING	REQUESTS / AUTHORIZATIONS
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Activity		Coding	Authorised Amount	Actual Project Expenditure	Expenditures accepted by Agency	Balance	New Request Period & Amount	Authorised Amount	Outstanding Authorised Amount
			A	B	C	D = A - C	E	F	G = D + F
A1.1	Personnel costs		0,0	0,0	0,00	0,0	0,0	0,00	0,0
	Program costs		0,0	0,0	0,00	0,0	0,0	0,00	0,0
	Indirect costs		0,0	0,0	0,00	0,0	0,0	0,00	0,0
A1.2	Personnel costs		0,0	0,0	0,00	0,0	0,0	0,00	0,0
	Indirect costs		0,0	0,0	0,00	0,0	0,0	0,00	0,0
	Travel costs		0,0	0,0	0,00	0,0	0,0	0,00	0,0
	Program costs		0,0	0,0	0,00	0,0	0,0	0,00	0,0
A 1.5	Personnel costs		0,0	0,0	0,00	0,0	0,0	0,00	0,0
	Indirect costs		0,0	0,0	0,00	0,0	0,0	0,00	0,0
Total			0,00	0,00	0,00	0,00	0,00	0,00	0,00

CERTIFICATION

The undersigned authorized officer of the above-mentioned implementing institution hereby certifies that:

The funding request shown above represents estimated expenditures as per AWP and itemized cost estimates attached.

X The actual expenditures for the period stated herein has been disbursed in accordance with the AWP and previously approved itemized cost estimates. The detailed accounting documents for these expenditures can be made available for examination, when required, for the period of five years from the date of the provision of funds.

Date Submitted: _____

Name: _____

Title: _____

NOTES:

FOR AGENCY USE ONLY:

Approved by:
Name:
Title:
Date:

Approved by:
Name:
Title:
Date:

Cleared by:
Name:
Title:
Date:

Declaration of Costs by Subcontractor

I, *[Name of Authorized Representative]*, as the *[Position/Title]* of *[Name of Subcontractor Organization]*, hereby declare the following regarding the costs incurred in connection with the project **“00111538-CFP-UNDP-AF, implementing the initiation of the Core Programs of 8 Jamoat Watershed Action plans in the northern part of the Kofirnighan River Basin”**, implemented by Czech University of Life Sciences Prague:

1. Project Relevance

All costs incurred and reported were directly related to and necessary for the implementation of the project activities as defined in the Cooperation Agreement and Contract.

2. Adherence to Principles of Cost-Effectiveness

All expenditures were made in alignment with the principles of cost-effectiveness and represent the most efficient use of resources to achieve the project objectives.

3. Proper Documentation and Accounting

All costs have been appropriately documented and are fully accounted for in the financial records of *[Subcontractor Organization]* in compliance with applicable financial management standards and practices.

I affirm that this declaration is accurate and truthful to the best of my knowledge. I understand that false statements may result in penalties, including the potential recovery of funds.

Signed: _____

Name: _____

Position/Title: _____

Date: _____

Organisation: _____

[Subcontractor's Official Stamp/Seal, if applicable]