

CONTRACT BETWEEN

THE UNITED NATIONS POPULATION FUND

**CONTRACT for PROFESSIONAL SERVICES
BETWEEN UNFPA AND Center for Regional Development Planning (CEDEPLAR)-
Faculty of Economic Sciences- Federal University of Minas Gerais, Brazil**

This Agreement dated 26 January 2012 is made

BETWEEN

(1) the UNITED NATIONS POPULATION FUND, a subsidiary organ of the General Assembly of the United Nations, is hereby invited to the United Nations, with its headquarters at 405 THIRD AVENUE, New York, New York, to provide

and

Rev. UNFPA/KBL/15/02

WITNESSETH

WHEREAS, UNFPA, which is a subsidiary organ of the General Assembly of the United Nations, is hereby invited to the United Nations, with its headquarters at 405 THIRD AVENUE, New York, New York, to provide

WHEREAS, the CONTRACTOR, recognizes that it possesses the necessary knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, able and willing to undertake and provide the services according to the terms and conditions as provided here in;

NOW, THE REPORT, in recognition of their mutual agreement and understanding, and conditions set forth below, the parties agree as follows:





CONTRACT BETWEEN
THE UNITED NATIONS POPULATION FUND
AND

**Center for Regional Development Planning (CEDEPLAR)- Faculty of Economic
Sciences- Federal University of Minas Gerais, Brazil**

This Agreement dated 28 January 2015 is made

BETWEEN

(i) the **UNITED NATIONS POPULATION FUND** a subsidiary organ of the General Assembly of the United Nations in terms of Article 22 of the Charter of the United Nations, with its Headquarters at 605 THIRD AVENUE, New York, NY10158, USA (hereinafter referred to as "**UNFPA**");

And

(ii) Center for Regional Development Planning (CEDEPLAR)- Faculty of Economic Sciences- Federal University of Minas incorporated in *Barazil*, with its registered office at Barazil hereinafter referred to as "**the CONTRACTOR**";

(Both hereinafter separately and jointly referred to as the "Party" or the "Parties").

WITNESSETH

WHEREAS, UNFPA wishes to engage the services of **the CONTRACTOR** in order to perform services Local Development Planning – Development of Curricula contents, Training Manual and other raining Materials (hereinafter referred to as the '**Services**');

WHEREAS, **the CONTRACTOR**, represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, able and willing to undertake and provide the Services according to the terms and conditions as provided herein;

NOW, THEREFORE, in consideration of their mutual covenants and subject to the terms and conditions set forth below, the Parties agree as follows:



- 1.1 *The purpose of the service is to prepare a Local Development Planning Manual, Training Manual and other Training Materials and to conduct a training for local development planners.*

Article 2: Contract Documents

- 2.1 This Agreement together with the Annexes as enumerated below constitutes the entire contract between UNFPA and the Contractor.

2.1.1 Annex 1: UNFPA General Terms and Conditions for Contracts;

2.1.2 Annex 2: UNFPA Terms of Reference/Statement of Work ref.

2.1.3 Annex 3: Note to the file dated 15 January 2015

2.1.3 Annex 4: Price Quotation

- 2.2 This Agreement and its Annexes constitute the entire understanding and agreement between and by the Parties concerning the subject matter of this Agreement and supersedes all contemporaneous or prior representations, negotiations and understandings.

Article 3: Obligations of the CONTRACTOR

- 3.1 **The CONTRACTOR** shall perform and complete the Services described in Annex 2 with due diligence and efficiency and in accordance with this Agreement.
- 3.2 **The CONTRACTOR** shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 3.3 **The CONTRACTOR** shall submit to UNFPA the deliverables specified hereunder according to the TOR.
- 3.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by **the CONTRACTOR** by **E-MAIL and, COURIER** to the address specified in 9.4 below.
- 3.5 **The CONTRACTOR** represents and warrants the accuracy of any information or data provided to UNFPA for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.
- 3.5.1 **The CONTRACTOR** represents and warrants that honesty shall prevail during the formation and execution of this contract, including but not limited to the process of selection of the Contractor and to the execution of the services included in the scope of the contract. **The CONTRACTOR** shall report any allegation of Fraud to

UNFPA. Any fraudulent conduct carried out by the Contractor may result in the termination of this contract.

Article 4: Remuneration and Payments

- 4.1 As full compensation for the complete and satisfactory performance of the Services under this Agreement, UNFPA shall pay the **CONTRACTOR** the fixed contract price as follow.

Currency : USD

Total amount in figures: 29,008.00

Total Amount in words: Twenty Nine Thousand and Eight US Dollars.

- 4.2 The price of this Agreement is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the **CONTRACTOR** in the performance of the Agreement.

- 4.3 Payments effected by UNFPA to the **CONTRACTOR** shall not be deemed to relieve the **CONTRACTOR** of its obligations under this Contract nor as an acceptance of UNFPA of the Contractor's performance of the Services.

- 4.4 UNFPA shall effect payments to the **CONTRACTOR** after acceptance by UNFPA of the invoices submitted by the **CONTRACTOR** to the address specified in Article 4.5 below.

Invoices will indicate the milestones achieved and corresponding amount payable.

- 4.5 Payments made by UNFPA shall be made to the Contractor's following bank account:

Beneficiary: FOUNDATION RESEARCH INSTITUTE ECONOMIC
ADMINISTRATIVE AND FINANCIAL OF MINAS GERAIS

CNPJ: 16.578.361/0001-50

Banco do Brasil

Account number: 650.500-7

Account with: 3610-2 (agência)

SWIFT: BRASBRRJBHE

IBAN: BR2400000000036100006505007C1

- 4.6 Without any prejudice to any other rights or remedies that UNFPA may have under this Agreement, UNFPA may withhold payments to the Contractor if the Services are not performed in accordance with this Agreement until the Contractor has remedied such performance. The withholding by UNFPA of any payment shall not,

unless UNFPA decides to terminate the Contract, relieve the Contractor of its obligations to continue performance under this Contract.

- 4.7 All Stipends and other allowances, if any, to be paid by UNFPA are to be compensated for at rates not to exceed any current applicable governing rates within the United Nations System.

Article 5: General

- 5.1 The Contractor shall not do any work, provide equipment, materials or supplies or perform any other services which may result in any charges in excess of the above mentioned amounts without the prior written agreement of UNFPA, Dr. Annette Robertson (robertson@unfpa.org).
- 5.2 The purchase of equipment and supplies under this Contract, if applicable, will be executed in accordance with procedures established by UNFPA, unless UNFPA is satisfied that the Contractor's own procurement procedures and practices adequately demonstrate the required levels of integrity, fairness and transparency.
- 5.3 The Contractor will maintain, within the contracting period of time, detailed financial records, which clearly identify all funds received from UNFPA and expended by the Contractor for the implementation of the Contract. The Contractor is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this contract is conducted with the required level of due diligence.

Article 6: Special Conditions

- 6.1 Should UNFPA require maintenance services these will be invoiced at an agreed rate subject to negotiation prior to engagement?

Article 7: Entry into force and duration of contract

- 7.1 This Contract shall become effective upon its signature by both Parties
- 7.2 The term of this Contract will commence on **30 January 2015** and will end on **31st March 2015** for which contractor was agreed. Unless terminated earlier in accordance with Article 15 of UNFPA's General Terms and Conditions of Contracts for Services (Annex 1).
- 7.3 All time limits contained in the Contract shall be deemed to be of the essence in respect of the performance of the Services.
- 7.4 Termination or expiry of this Contract or part thereof will not affect any accrued rights or liabilities of either Party nor will it affect the coming into force or continuation in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after such termination.

Article 8: Amendment

Any modification to this Contract shall require an amendment in writing between both Parties duly signed by the authorized representative of the Contractor and Dr. Annette Sachs Robertson, *UNFPA Representative* on behalf of UNFPA or her duly authorized representative.

Article 9: Miscellaneous

9.1 UNFPA is committed to preventing, identifying and addressing all acts of fraud against UNFPA as well as third parties involved in UNFPA activities.

9.2 Suppliers perceiving that they have been unjustly treated in connection with the solicitation or award of a contract may lodge a complaint directly with the UNFPA Head of Office at robertson@unfpa.org. The UNFPA Head of Office will then make an assessment of the complaint and provide a reply to the supplier within a week. If the supplier is not satisfied with the reply provided by the UNFPA Head of Office, the supplier may escalate the complaint to the Chief, Procurement Services Branch at procurement@unfpa.org who will reply to the supplier within a week and advise the Supplier on further recourse if required.

9.3 No terms or provisions of this Agreement will be deemed waived and no breach excused, unless such waiver or excuse is in writing and signed by the Parties giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Agreement shall constitute a consent to, excuse or waiver of any other subsequent breach.

9.4 Any notice, request or approval required or permitted to be given or made under the Contract shall be made in writing in the English language. Such notice, request or approval, shall be deemed to be duly given or made when it shall have been delivered by either (i) personal delivery against receipt, (ii) recognized overnight delivery service, (iii) postage prepaid, return receipt requested certified mail, (iv) facsimile, or (v) email, addressed to the party or parties for whom intended at the addresses shown below or such other addresses as intended recipient previously shall have designated by written notice previously given pursuant to the Contract.

For UNFPA:

Dr. Annette Sachs Robertson
Representative
robertson@unfpa.org
UNOCA Compound, Jalalabad Road
Kabul, Afghanistan

For the Contractor:

Name: FOUNDATION RESEARCH INSTITUTE ECONOMIC
ADMINISTRATIVE AND FINANCIAL OF MG, Brazil
Sr. Renato Mogiz Silva (IPEAD Coordinator for Projects)
Email Add: gestao@ipead.face.ufmg.br
Address: Avenida Presidente Antonio Carlos , number 6627 , Pampulha , Belo
Horizonte - MG , Brazil . CEP: 31270-901 FACE / UFMG , second floor room
2011

- 9.5 Severability: If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Contract on the dates set forth below:

For UNFPA

Signature

Name Dr. Annette Sachs Robertson

Title/Date UNFPA/Representative

For IPEAD MG

Signature

Name Antonio Carlos Ferreira Carvalho

Title/Date IPEAD MG/EXECUTIVE DIRECTOR

ANNEX I

UNFPA GENERAL TERMS AND CONDITIONS FOR CONTRACTS

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNFPA in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNFPA or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNFPA.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNFPA or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNFPA as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA;
 - (iii) Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNFPA shall rest with UNFPA and any such equipment shall be returned to UNFPA at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNFPA for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNFPA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNFPA request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNFPA in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPA or the United Nations, or any abbreviation of the name of UNFPA or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNFPA, shall be treated as confidential and shall be delivered only to UNFPA authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNFPA, any information known to it by reason of its association with UNFPA which has not been made public except with the authorization of UNFPA; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNFPA, of such occurrence or change if the Contractor is thereby rendered unable,

wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNFPA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNFPA shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNFPA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon One Week notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNFPA reserves the right to terminate without cause this Contract at any time upon one week prior written notice to the Contractor, in which case UNFPA shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

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

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

18.1 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 Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.

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

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Contractor, at no cost to UNFPA.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of

components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

- 20.2 Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNFPA.

21. **OBSERVANCE OF THE LAW**

- 20.2 The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. **AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the authorized official of UNFPA.

Annex II

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Local Development Planning Consultant Terms of Reference

The United Nations Population Fund (UNFPA) and the Central Statistics Organization (CSO) are jointly implementing the Socio-Demographic and Economic Survey (SDES) in Ghor, Daikundi, and Bamiyan with funding assistance from the Government of Japan.

The conduct of SDES would fill in the data gap at the districts and villages in the said provinces. Results from the three provinces are already available. SDES generates age-sex disaggregated indicators on education, migration, employment, fertility, mortality, household and housing characteristics which are very useful for local development planning. To ensure that these indicators are properly translated into plans and programs at the local level (district and provincial levels), the services of an experienced Local Development Planning Consultant are required.

Specific Duties and Responsibilities:

Under the over-all guidance of the Country Representative and direct supervision of Census Technical Specialist, the Local Development Planning Consultant will undertake the following tasks:

- Prepare a concept note on the training to be conducted for the three provinces;
- Conduct a training on local development planning using SDES data at the provincial centres of Bamiyan, Ghor, and Daikundi;
- Prepare a manual/guide on how to prepare development plans for the districts and provinces utilizing SDES data;
- Prepare an assessment tool and assess the capacity gap of the local planners in terms of developing plans and their implementation; if necessary, travel to some districts to conduct this assessment;
- Perform other related tasks assigned by the supervisor.

During the assignment the Local Development Planner will provide the following deliverables: