

AGREEMENT
between
The United Nations
and
VP

Whereas the United Nations represented by the United Nations Office on Drugs and Crime hereinafter referred to as UNODC and the Village Pilote (hereinafter referred to as “VP”) are committed to the objective of fighting against Human Trafficking in Senegal and neighbouring countries like Guinea, Guinea Bissau and The Gambia;

Whereas UNODC is accountable to its donors for the proper management of its funds; and can, in accordance with the UN Financial Regulations and Rules and the UN policies as stipulated by the General Assembly and the Secretary-General, make available such resources for certain activities;

Whereas VP is apolitical and not profit-making, has demonstrated the capacity required to implement the activities involved in this Agreement as specified in Annex A hereto, and has agreed that they shall be undertaken without discrimination of any kind;

Now, therefore, on the basis of mutual trust and in a spirit of friendly cooperation, UNODC and VP have entered into the present Agreement hereinafter referred to as “the Agreement”.

Article I. Duration of Present Agreement

The terms of the present Agreement shall commence upon signature by both parties and expire 31 October 2013 unless earlier terminated in accordance with article XII hereto, or extended in accordance with article XVI hereto.

Article II. General Responsibilities of the Parties

1. VP shall, with due diligence and efficiency, implement the Activity described in Annex A hereto hereinafter referred to as “the Activity” and ensure that the funds and any supplies, equipment and other materials provided by UNODC are only used for this purpose.
2. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement.
3. The Parties shall keep each other informed of all activities pertaining to the Activity and shall consult regularly on the status of its implementation.

Article III. Copyrights, Patents and Other Proprietary Rights

1. Unless otherwise agreed upon in writing, UNODC shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights, and trademarks, with regard to maps, drawings, photographs, plans, reports, documents, products and all 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 the present Agreement.
2. All decisions regarding publication 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 the present Agreement shall be made by UNODC in accordance with its publications policy. In the event that UNODC authorizes VP to publish articles or results of studies based on the activities financed by the Agreement, VP shall furnish UNODC with a copy of the proposed publication for the UN’s approval, in each case, before publication. VP shall secure a copyright of such publication in the name of the UN.
3. VP may only use the name and emblem of UNODC in direct connection with the Activity and subject to prior written consent of the UN.

Article IV. Personnel Requirement

1. VP shall be fully responsible for all services performed by its Personnel. VP shall ensure that all relevant labour laws are observed and shall provide and thereafter maintain all appropriate medical and life insurance for its Personnel in connection with the Agreement.
2. VP shall ensure that its Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Activity's objectives.
3. VP's Personnel shall not be considered in any respect as being the employees or agents of UNODC. UNODC does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by [Recipient]'s Personnel as a result of their work pertaining to the Activity.

Article V. Insurance and Liabilities to Third Parties

1. VP shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its Personnel to cover claims for personal injury or death in connection with the Agreement.
2. VP 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 the Agreement or the operation of any vehicles, boats, airplanes or other equipment owned or leased by VP or its Personnel performing work or services in connection with the Agreement.

Article VI. Financial and Operational Arrangements

1. The Activity budget for the proposed activities submitted by VP requests resources hereinafter 'the Fund' up to the maximum amount of USD\$ 40 000 for the duration of the Agreement.
2. Funding to support the Activity will be released to VP in two (2) instalments as follows: Fifty per cent (50%) upon signature of the agreement and the second instalment once VP provides a narrative and financial report certifying that the amount provided under this Grant Agreement signed with UNODC has been entirely disbursed as agreed and UNODC is satisfied with the progress of implementation based on the narrative report. A description of the activities of grant is attached as Annex A (part I and part II). The breakdown of the budget supporting the activities is attached as Annex B.
3. The payment to be released under the present Agreement shall be made to the following bank and account:
 4. UNODC shall not be liable for any expenditure incurred in excess of its contribution as specified in this Agreement.
 5. Any portion of the Fund that is unspent shall be returned to UNODC within thirty (30) days of the expiration or termination of the present Agreement or the completion of the Activity, whichever is first to occur.
 6. In the event that VP receives additional funding for the same Activity, VP shall immediately advise UNODC of the following: source of funding; amount of funding; activities covered by the additional funding or intended application of the additional funds; and period that the additional funding is intended to cover (i.e. start and end dates of the funding if applicable).

Article VII. Maintenance of Records

1. VP shall collect and keep readily accessible information and documentation on the progress implementation of the activity and the use made of the funding. To this end, VP shall maintain separate accounts recording all receipts and expenditure under the Activity and ensure that any obligations entered into and all disbursements made are satisfactorily documented. For each payment a voucher shall be established showing the activity, the name of the payee, the amount, purpose and date of disbursement. Bills, invoices, receipts and such

other documentation pertinent to the transaction will be attached to the voucher in support thereof. These vouchers and the supporting documentation will be filed separately.

2. Upon expiration or termination of the Agreement, VP shall maintain the records for a period of at least two (2) years, unless otherwise agreed upon between the Parties.

Article VIII. Substantive and Financial Report

1. VP shall submit to UNODC a semi-annual substantive and financial progress report before requesting the second instalment, the release of which will be subject to UNODC accepting the reports as satisfactory. Reports shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed (in particular all expenses actually incurred by VP), the results expected and obtained, and the budget details for the Activity as per project document and budget. The level of detail in both reports should match the submitted project document and budget.

2. Narrative progress reports, to be submitted on a quarterly basis, shall include:

- Summary and context of the Activity;
- The activities carried out during the reporting period (i.e. directly related to the Activity and as foreseen in VP project document);
- Difficulties encountered and measures taken to overcome problems;
- Changes introduced in the implementation;
- Achievements/results using the indicators included in VP project document;

3. The final report shall detail achievements, constraints, the impact with regard to the utilization of the funding for the whole Activity. It shall further provide a full summary of the Activity's income and expenditure and payments received. The documentary proof of those transfers shall be kept for verification along with the related financial accounting documents and relevant financial information, including statements of accounts.

4. UNODC may request additional information at any time, providing the reasons for the request. Such information shall be supplied within thirty (30) days of the request.

5. Within three (3) months of the completion of the Activity or the expiration or termination of the present Agreement, whichever is first to occur, VP shall submit a final financial statement reflecting expenditures in relation to the Activity.

Article IX. Audit Requirements

1. Within three (3) months of the completion of the Activity or the expiration or termination of the present Agreement, whichever is first to occur, an independent audit report of the Activity shall be submitted to UNODC. The audit shall be carried out by the auditors of a qualified audit firm. VP shall be responsible for payment of any amount, as incorporated in the Activity Budget, representing any fees, expenses or financial costs in connection with such audit.

2. Notwithstanding the above, UNODC shall have the right, at its own expense, to audit or review such Activity-related books and records as it may require, and have access to the books and record of VP, as necessary.

Article X. Responsibility for Claims

1. VP shall indemnify, hold and save harmless, and defend, at its own expense, UNODC, 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 VP, or VP's Personnel, in the performance of the Agreement. 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 VP or its Personnel. The obligations under this paragraph do not lapse upon expiration or termination of the Agreement.

2. VP shall be responsible for and deal with all claims brought against it by its Personnel.

Article XI. Suspension and Early Termination

1. The Parties hereto recognize that the successful completion and accomplishment of the Activity objectives are of paramount importance, and that UNODC may find it necessary to terminate the Activity, or to modify the arrangements for execution of the Activity, should circumstances arise which jeopardize successful completion or the accomplishment of the Activity objectives. The provisions of the present Article shall apply to any such situation.

2. UNODC shall consult with VP if any circumstance arises that, in the judgment of UNODC, interferes or threatens to interfere with the successful completion of the Activity or the accomplishment of the Activity objectives. VP shall promptly inform UNODC in writing of any such circumstance that might come to VP's attention. The Parties shall cooperate towards the rectification or elimination of the circumstance in question and shall exert all reasonable efforts to that end, including prompt corrective steps by VP, where such circumstances are attributable to it or within its responsibility or control. If applicable, the Parties shall also cooperate in assessing the consequences of possible termination of the Activity on the target beneficiaries of the Activity.

3. UNODC may at any time after occurrence of the circumstance in question and appropriate consultations suspend execution of the Activity by written notice to VP, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. UNODC may indicate to VP the conditions under which it is prepared to authorize a resumption of execution of the Activity.

4. If the cause of suspension is not rectified or eliminated within fourteen (14) days after UNODC has given notice of suspension to VP, UNODC may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Agreement; or (b) terminate the Activity and entrust its execution to another organization. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNODC. In the event of transfer of VP's responsibilities for execution of the Activity to another organization, VP shall cooperate with UNODC and the other organization in the orderly transfer of such responsibilities.

5. Upon receipt of a notice of termination by UNODC under the present Article, VP shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. VP shall undertake no forward commitments and shall return to UNODC, within thirty (30) days, any portion of the funding that is unspent, supplies, equipment and other materials provided by UNODC, unless UNODC has agreed otherwise in writing.

6. In the event of any termination under the present Article, UNODC shall reimburse VP only for the costs incurred to execute the Activity in conformity with the express terms of the present Agreement. Reimbursements to VP under this provision, when added to amounts previously remitted to it by UNODC in respect of the Activity, shall not exceed the total UNODC allocation for the Activity.

Article XII. Arbitration

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of the 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

2. Any dispute, controversy or claim between the Parties arising out of the Agreement or the breach, termination or invalidity thereof, unless settled amicably under paragraph 1 of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of **five percent (5%)**, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3. No claim or dispute arising out of the Agreement shall be made against UNODC by VP unless and to the extent such claim or dispute shall have been asserted in writing, in accordance with Article XVII below, not later than the earlier of two (2) years from the expiration or termination of the Agreement or the occurrence of loss, damage or injury giving rise to such claim or dispute.

Article XIII Privileges and Immunities

Nothing in or related to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN, including its subsidiary organs.

Article XIV. Tax Exemption

1. Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the UN, including its subsidiary organs, is exempt from all direct taxes, 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 UN exemption from such taxes, duties or charges, VP shall immediately consult with UNODC to determine a mutually acceptable procedure.

2. Accordingly, VP shall be responsible for any amount representing such taxes, duties or charges, unless VP has consulted with UNODC before the payment thereof and UNODC has, in each instance, specifically authorized VP to pay such taxes, duties or charges under protest. In that event, VP shall provide UNODC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

Article XV. Amendments

The present Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

Article XVI. Correspondence

Unless otherwise specified in the Agreement, all notices and other communications required or contemplated under the present Agreement shall be given in writing and addressed and delivered to the Party for whom intended at the address shown below or such other address as the intended recipient may from time-to-time designate by written notice, given in accordance with the terms of this Article.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

Signature:

Name:

Title:

Place:

Date:

Signature:

Name:

Title:

Place:

Date:

Annex A – Description of the activities (part I – English, part II – French)

Annex B – Breakdown of the budget