

United Nations Development Programme



AGREEMENT FOR THE PROVISION OF DEVELOPMENT SERVICES
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME
AND
Lembaga Sains Terapan FMIPA Universitas Indonesia

This Agreement for the Provision of Development Services (the “Agreement”) is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNDP”), and Lembaga Sains Terapan FMIPA Universitas Indonesia (hereinafter called “the Recipient”), an entity organized and existing under the laws of Indonesia, with its Office at Gedung Lab Riset Multidisiplin Pertamina Lantai 6 Ruang 606, Pondok Cina, Kecamatan Beji, Kota Depok, Jawa Barat 16424.

WHEREAS, the Recipient has requested UNDP to provide certain development services as described herein, that will assist the Recipient in connection with its *SDG Leadership Training Program*.

WHEREAS the Government of Indonesia (Ministry of Development Planning/BAPPENAS (the “Government”) has approved the provision of these development services by UNDP to the Recipient, through an agreement or arrangement between the UNDP and the Government,

WHEREAS in response to the Recipient’s request, UNDP, through its office located in UNDP Indonesia Country Office Menara Thamrin 7-9th Floor Jl. MH Thamrin Kav. 3. Jakarta, Indonesia, submitted a Proposal to the Recipient dated *6 October 2023*, which was accepted by the Recipient;

NOW, THEREFORE, UNDP and the Recipient (hereinafter jointly the “Parties) hereby agree as follows:

1. SCOPE OF WORK

1.1 UNDP shall provide the development services and deliverables, (the “Development Services”), as set forth in the Development Service Project Document attached hereto as **Annex 1**, in accordance with and subject to the terms and conditions of this Agreement.

1.2 The Development Services shall be provided by UNDP through its Office located in UNDP Indonesia Country Office Menara Thamrin 7-9th Floor Jl. MH Thamrin Kav. 3. Jakarta, Indonesia.

1.3 In the event the Recipient requests additional development services related to the Recipient’s Programme, and UNDP agrees to provide such additional services, which shall be added to the scope of the Development Services as an amendment and the provision of such additional services, which shall be referred to as “Additional Development Services”, shall be governed by the terms hereof.

2. TERM

Following the Effective Date, as such term is defined in Article 8:

2.1 Commencement: UNDP shall commence providing the Development Services on or about 8 January 2024 (the “Commencement Date”), PROVIDED that:

2.1.1 this Agreement is signed by the Recipient and returned to UNDP, which shall acknowledge receipt thereof, by or before Offer Lapse Date, as defined in Article 8 below; and

2.1.2 the Recipient has fulfilled all of the duties and responsibilities assigned to it, including those specified under Article 4 and Article 7 of the General Conditions (Annex 3).

2.2 Completion: The Development Services will be completed no later than 31 August 2024 (the “Completion Date”), 8 months after the Commencement Date.

2.3 Failure to Reach Commencement: If the Development Services do not commence by the Commencement Date, this Agreement shall be declared null and void with no liability, financial or otherwise, of either Party to the other.

3. COMPENSATION

3.1 The maximum amount payable by the Recipient to UNDP for the Development Services, excluding any eventual Additional Development Services as described below or any other amendments hereto, shall be IDR **429,695,280**.

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3.2 The Recipient shall compensate UNDP for the provision of the Development Services in accordance with the Schedule of Payments set forth in Annex 2. In addition, the Recipient will reimburse UNDP for expenses incurred, which expenses will include external costs such as travel and courier, and other costs such as administrative support, report reproduction and computer support as provided in Annex 2.

3.3 Compensation for any Additional Development Services that may be provided by UNDP relating to the Recipient's Programme further to Article 1, shall be as agreed by the Parties and shall be contained in an amendment hereto.

3.4 The Schedule of Payments for the Development Services under this Agreement shall remain in effect for a period of *six months* from the Effective Date of the Agreement. After this period lapse, the fees will be adjusted to UNDP's then-current rates and the fees for such services and will be reflected in an amendment to this Agreement.

3.5 Unless otherwise agreed, UNDP shall submit payment notices at the intervals specified in Annex 2. UNDP's Fees for the Development Services provided by UNDP must be paid by the Recipient before UNDP initiates or continues the provision of Development Services. Each payment notice will reflect the estimated fee for the following period. The Recipient shall review each payment notice promptly and subject to the settlement of any queries or disputes, shall process settlement within thirty (30) calendar days of the date of the payment notice.

3.6 All payments should be made by the Recipient to the following Bank account of UNDP:

Account Name	UNDP Representative in Indonesia (Rupiah) Account
Account Number	306-006068-45
Bank Name	Standard Chartered Bank
Bank Address	World Trade Center 2, 5th Floor Jalan Jend. Sudirman Kav 29-31, Jakarta 12920
SWIFT code	SCBLIDJXXXX

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4. CONTACT PERSONS

4.1 Any notifications required hereunder, and communications in connection with Development Services shall be clearly marked, addressed, and delivered as follows:

For UNDP:

Siprianus Bate Soro (siprianus.soro@undp.org)

Team Leader, Democratic Governance and Poverty Reduction Unit (DPGRU)

United Nations Development Programme Indonesia

For Recipient:

Eko Waludi (lst.ui@sci.ac.id)

Lembaga Sains Terapan FMIPA Universitas Indonesia

5. UNDP's REPORTING

5.1 UNDP will report to the Recipient on the Development Services provided to the Recipient as provided for in **Annex 1**.

6. GENERAL TERMS AND CONDITIONS

6.1 The standard UNDP General Conditions for Provision of Development Services, attached as **Annex 3**, shall apply to this Agreement, and any subsequent agreements/amendments to this Agreement concluded in accordance with Article 1 above.

7. SPECIAL TERMS AND CONDITIONS

7.1 The following sections of the UNDP General Conditions for the Provision of Development Services are hereby modified as follows:

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[Insert any modifications – if applicable]¹ - None

8. ACCEPTANCE

8.1 This Agreement including its Annexes, which form an integral part of the Agreement, supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the Parties with respect to the provision of the Development Services.

8.2 The contents of this Agreement are valid until 30 November 2023 (the “Offer Lapse Date”). If the Recipient does not sign and return the signed Agreement to UNDP by or before the Offer Lapse Date, UNDP may at its discretion not countersign this Agreement in which case the offer presented through this Agreement shall lapse and the terms be deemed null and void. If the Recipient signs and returns this Agreement, which must be received by UNDP by the Offer Lapse Date, this Agreement shall enter into force upon UNDP’s counter signature hereto (“Effective Date”) and shall remain in force until the Completion Date.

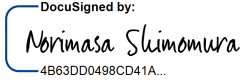

8.3 This Development Services Agreement may be extended by agreement of the Parties in accordance with the terms of this Agreement.

¹ Any Special Conditions will need to be submitted to OFM and LO for review and clearance

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IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this Agreement.

For and on behalf of:

<p>United Nations Development Programme Indonesia</p>	<p>Lembaga Sains Terapan FMIPA Universitas Indonesia</p>
<p>Signature:</p> <p> Norimasa Shimomura Resident Representative UNDP Indonesia</p>	<p>Signature:</p> <p> Eko Waludi Head of LST FMIPA Universitas Indonesia</p>
<p>Date : 19-Nov-2023</p>	<p>Date :</p>

ANNEX 1: DEVELOPMENT SERVICES DOCUMENT

Development Services Title: Training Program for Sustainable Development Goals (SDGs).

Project Number:

Start Date: 1 January 2024

End Date: 31 August 2024

Recipient	Lembaga Sains Terapan FMIPA Universitas Indonesia
Address	Gedung Lab. Multidisiplin FMIPA UI Lt. 7, Fakultas Matematika dan Ilmu Pengetahuan Alam, Kampus UI Depok, Depok 14624 Indonesia
Phone / Fax	+62 21 786 3439
Email	lst.ui@sci.ac.id

Summary of the development services to be provided:

Adopted by the United Nations in 2015, the Sustainable Development Goals (SDGs) offer a transformative framework for Indonesia to tackle global challenges and foster sustainable growth by 2030. Acknowledging the SDGs' significance, Indonesia introduced Presidential Decrees No. 59/2017 and No. 111/2022 to guide their implementation, emphasizing crucial aspects for the "Decade of Action." Despite establishing the SDG Secretariat, Indonesia faces challenges in integrating the goals effectively into decision-making and operational processes due to limited understanding, technical expertise, and resources. The lack of awareness across stakeholders including government officials, policymakers, civil society, and the public poses a substantial hurdle, impeding planning, execution, and monitoring of SDG-related efforts. To bridge this gap, a training initiative is proposed to enhance the capacity of key stakeholders: government, private sector, civil society, academia, and local communities.

Lembaga Sains Terapan FMIPA Universitas Indonesia is proposing a collaborative initiative with UNDP Indonesia to facilitate learning to increase capacities of actors in Indonesia on SDGs. The learning will be achieved through delivering service for a Training Program on Sustainable Development Goals (SDGs). The proposed capacity building initiative will adopt a participatory and inclusive approach, engaging stakeholders at various levels. The program will be delivery in 6-month period that will cover 3 main modules: leadership and management on SDGs, SDG Specific Topics and the Capstone Project. Five online workshops will be conducted throughout the program with blended learning and mentoring sessions of the Capstone Project completion in between.

Total value:

IDR 429,695,280

I. Objectives and Scope of Work

The SDGs, adopted by the United Nations in 2015, provide a transformative framework for addressing global challenges and building a sustainable future by 2030. These 17 interconnected goals encompass a wide range of critical issues, including poverty eradication, health and well-being, quality education, gender equality, climate action, and sustainable cities, among others. Indonesia recognizes the significance of the SDGs in guiding its development trajectory and promoting inclusive and sustainable growth. In 2017, the Government of Indonesia (GoI) issued Presidential Decree No. 59/2017, providing guidance for SDG implementation in the country. This policy was further reinforced by Presidential Decree No. 111/2022, which emphasized four crucial aspects for the "Decade of Action": (1) governance and institutional arrangements, with BAPPENAS leading the way; (2) the establishment of an inclusive SDG Coordination Team, comprising government bodies, parliament, businesses, philanthropy, academia, experts, civil society organizations, and media; (3) the development of an SDG Roadmap and National Action Plan; and (4) coordination of SDG monitoring, evaluation, and reporting, as well as financing. Non-state actors, such as businesses, philanthropy, universities, and civil society groups, have also played significant roles in SDG implementation in Indonesia.

While Indonesia has demonstrated commitment at the national level through the establishment of the SDG Secretariat, many institutions face challenges in effectively integrating the SDGs into their decision-making processes and operational frameworks. Limited understanding of the SDGs, inadequate technical expertise, and insufficient resources hinder the ability of institutions to develop and implement targeted strategies aligned with the SDGs. Low knowledge and awareness of the Sustainable Development Goals (SDGs) represents a significant issue to their achievement in Indonesia. Despite the country's commitment to SDG implementation, there remains a considerable gap in understanding and awareness of the SDGs among various stakeholders, including government officials, policymakers, civil society organizations, and the general public. Insufficient knowledge about the goals, targets, and indicators of the SDGs hinders effective planning, implementation, and monitoring efforts.

The COVID-19 pandemic has significantly affected Indonesia, intensifying existing challenges and creating new obstacles to achieving the SDGs in all aspects of life. It has underscored the urgent need for capacity building to strengthen resilience, adaptive strategies, and effective response mechanisms. It is crucial for Indonesia to

effectively address the SDGs and overcome the challenges by the COVID-19 pandemic. The proposed initiative aims to build the capacity of key stakeholders, including government officials, civil society organizations, academia, and local communities, in the following areas:

- **Policy Integration and Alignment:** Enhancing the understanding and integration of the SDGs into national and local policies, plans, and budgets. This includes capacity building on policy coherence, mainstreaming the SDGs across sectors, and monitoring and evaluation knowledge.
- **Data and Monitoring Systems:** Developing the capacity to collect, analyse, and utilize data for evidence-based decision-making. This includes training in data collection methodologies, monitoring progress towards the SDGs, and utilizing technology for data management and reporting.
- **Collaboration and Partnerships:** Promoting multi-stakeholder collaboration, partnerships, and knowledge-sharing platforms to foster innovative approaches to sustainable development. Capacity building will emphasize effective stakeholder engagement, participatory decision-making, and building strategic partnerships for resource mobilization.

According to Presidential Regulation No. 59 of 2017 concerning the Implementation of SDGs for National Development, higher education institutions are recognized as key players in actively advancing the principles of SDGs. Responding to this, the University of Indonesia established the SDGs Hub of the University of Indonesia (UI). SDGs Hub UI was officially launched on 29 April 2019 by the Minister of the National Development Planning Agency (Bappenas), Prof. Bambang Brodjonegoro, in Jakarta. which has been effectively providing services to the public since 2020.

The SDG Hub UI (Sustainable Development Goals Hub, University of Indonesia) operates as a key initiative under the purview of Lembaga Sains Terapan MIPA UI (Institute of Applied Sciences, Faculty of Mathematics and Natural Sciences, University of Indonesia). This hub serves as a focal point for promoting and advancing the Sustainable Development Goals (SDGs) within the academic and research community of the university. The SDG Hub UI plays a vital role in coordinating and facilitating interdisciplinary collaborations, research projects, educational programs, and community engagement activities that align with the SDGs. By operating under Lembaga Sains Terapan MIPA UI, the SDG Hub UI harnesses the expertise and resources of the institute to drive initiatives that contribute to sustainable development, raise awareness about global challenges, and encourage practical solutions for a more inclusive and equitable future. SDGs Hub will serve as a hub for all activities and programs on sustainable development goals (SDGs) in the University of Indonesia which cover economic, social,

and environmental fields. With the vision to become a centre of excellence that plays a significant role in achieving SDGs through science and education, SDGs Hub UI strive to the following missions:

- Strengthen partnership and collaboration with various stakeholders within the university and including other partners nationally and globally to take up initiatives and undertake activities for SDGs' 2030 achievement;
- Underpin the integration of education and science along cross-sectorial study to cater consultation services, capacity building, and research work for public and private entities.

SDG's Hub UI services and potential partnership including integrating with SDG framework, Policy & institutional analysis, Invention & innovation, Investment risk & efficiency, Partnership & collaboration, and Training & capacity building. Following the recommendation of the University of Indonesia's Rector, the SDGs Hub UI engages in various activities, including extending services to the broader community under the Institute of Applied Sciences within the Faculty of Mathematics and Natural Sciences UI.

Given the multidisciplinary nature of SDGs exploration, the members of SDGs Hub UI consist of experts from diverse faculties and schools (Global Strategic Studies School and School of Environmental Sciences), along with the Faculty of Vocational Education. As a result, the experts affiliated with SDGs Hub UI encompass all the objectives outlined within the SDGs framework. Consequently, over the last two years, SDGs Hub UI has provided services to a range of partners, including central government entities such as the Ministry of National Development Planning-Bappenas, Ministry of Home Affairs, Ministry of Foreign Affairs, Ministry of Tourism and Creative Economy, local governments like DKI Jakarta, development partners/multilateral/bilateral organizations like UNDP, GIZ, and ADB, NGOs/CSOs, Filantropi Indonesia, AEC, IISD, and UCLG, as well as private companies and state-owned enterprises such as BRI, and fellow higher education institutions actively involved in SDGs.

In this regard, SDG Hub UI is proposing a collaborative initiative with SDG Academy Indonesia to facilitate learning to increase knowledge of Indonesia, the objective is to deliver service for a Leadership Training Program on Sustainable Development Goals (SDGs). The proposed capacity building initiative will adopt a participatory and inclusive approach, engaging stakeholders at various levels. The program aims to:

1. Enhance Leadership Skills: Equip participants with essential leadership skills, such as communication, strategic thinking, decision-making, and problem-solving, to effectively drive sustainable development initiatives.

2. Foster SDGs Awareness: Increase participants' understanding of the SDGs framework, its goals, targets, and indicators, and their relevance to local, national, and global sustainable development agendas.
3. Promote Cross-Sector Collaboration: Facilitate networking and collaboration among participants from diverse backgrounds, including academia, government, civil society, and private sector, to encourage interdisciplinary approaches and joint efforts towards achieving the SDGs.
4. Build Capacity for Sustainable Development: Provide participants with knowledge and tools to integrate sustainable development principles into their professional roles and activities, ensuring a holistic approach to decision-making and implementation.
5. Encourage Innovation: Inspire participants to explore innovative approaches to address sustainability challenges, promoting creativity, adaptability, and forward-thinking.
6. Strengthen Partnerships and Engagement: Encourage participants to establish partnerships and engage with stakeholders at local, national, and global levels to leverage collective expertise, resources, and support for SDGs implementation and monitoring.
7. Facilitate Knowledge Sharing and Best Practices: Create a platform for participants to share experiences, lessons learned, and best practices in leadership and sustainable development, fostering a community of practice and promoting continuous learning.

Scope of Work

1. Preparation
 - a) Provide a detailed training program outline, including learning objectives, session topics, and methodologies.
 - b) Design engaging and interactive training materials, including presentations, handouts, case studies, and exercises, to facilitate effective learning and knowledge retention.
 - c) Collaborate with subject matter experts and practitioners to ensure the content is up-to-date, relevant, and aligned with the latest advancements and best practices in SDG implementation.
2. Training Delivery
 - a) Deliver the SDGs training program through a combination of in-person and virtual sessions.
 - b) Facilitate expert lectures, interactive workshops, group exercises, and provide participants with practical knowledge, skills, and tools for SDG implementation.
 - c) Coordinate logistics, including venue arrangements, and any necessary technical support for sessions.

- d) Provide participants with access to relevant resources, including training materials, recommended readings, and online platforms for continued learning and knowledge sharing.
- e) Facilitate networking opportunities and encourage collaboration among participants, creating a community of practice that supports ongoing learning and sharing of experiences.

3. Reporting, monitoring and Evaluation

- a) Regularly monitor participants' progress throughout the training program, providing guidance to support their learning journey.
- b) Prepare reports and documentation on the training program

Methodology

1. SDG Academy Leadership Program

The SDG Leadership Program is one of the main programs offered by the Academy. A 5-month program will cover 3 main modules; leadership and management SDGs, the SDG Specific Topic and the Capstone Project.



Five online workshops will be conducted throughout the program with blended learning and mentoring sessions of the Capstone Project completion in between. One Instructor and a Teaching Assistant will be engaged to oversee the program implementation. While 2 Mentors will be engaged to assist the participants for their Capstone Projects progress. Moreover, 9 guest speakers will be invited to share best practices in specific assigned topics in the workshops. Upon the completion of the program, participants will present their capstone projects and will be assessed by the Instructor, 2 Mentors, and 3 External Assessors. Should the participants meet the set requirements, they will earn the title of 'SDG-Leader'.

II. Risks/Mitigation Measures, including any due diligence as may be required

Risk	Mitigation Measures
Insufficient number of applicants (low demand)	Recipient and UNDP will attract and create a strong network base by <ul style="list-style-type: none"> ● Conduct strong online and offline outreach campaigns, social media engagement and other agile tools ● Promote the training program through the networks of UNDP, Tanoto Foundation and Bappenas ● Offer early bird registration
Number participants less than minimum amount required for one batch program training	<ul style="list-style-type: none"> ● Inform the participant if the batch not sufficient than combine the batch will be use ● Subsidise mechanism/scholarship
UNDP Procurement process take long cause delay for training implementation	<ul style="list-style-type: none"> ● Prepare the procurement process earlier, during registration process ● Utilize LTA to procure vendors
Quality control of training (material/content)	<ul style="list-style-type: none"> ● Provide proper monitoring and evaluation mechanisms ● Engage closely with subject matter experts and Seknas SDGs Bappenas on material development

III. Monitoring and Reporting Arrangements

The monitoring process for the training program will occur on a monthly basis, meaning that at the end of each workshop, a review and assessment of the program's progress will take place. This regular monitoring allows for timely identification of any challenges, successes, or areas needing improvement throughout the duration of the training.

- **Data Collection:** At the end of each workshop, relevant data will be collected to evaluate various aspects of the training program. This data could include attendance records, participants' engagement levels, and any immediate feedback received during the training workshop.

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- Performance Review and mentoring session: Mentors and instructors will analyse the collected data to review the training's performance over the past month. This review process helps identify trends, successes, and areas that require attention.
- Summary and Feedback: At the conclusion of the training program, a comprehensive summary will be compiled. This summary will encompass feedback and insights from both mentors/instructors and program alumni. This approach facilitates continuous improvement and ensures that the program remains relevant, impactful, and aligned with the needs of participants and stakeholders.
- UNDP shall provide to the Lembaga Sains Terapan FMIPA Universitas Indonesia, reports and documents prepared in accordance with UNDP accounting and reporting procedures after the completion of the agreed deliverable.

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A. Deliverables and Indicators

SDGs Leadership Training

Deliverable(s)	Activities/Outputs	Expected Date of Achievement
Deliverable: Deliver Training Implementation on SDGs with minimum participant 15	<ol style="list-style-type: none">1. Provision of experts/teaching and supporting team2. Prepare the learning material and learning management system3. Delivering the training4. Reporting and coordination meeting	January 2024 - August 2024

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IV. Multi-Year Work Plan/Budget ²

All anticipated programmatic and operational costs to support the development service, need to be identified, estimated and fully costed in the budget.

SDGs Leadership Program

EXPECTED DELIVERABLES	PLANNED ACTIVITIES	Timing ³								PLANNED BUDGET ⁴	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Description	Amount
Deliverable : <i>Conduct SDGs training for at least or minimum 15 participants</i>	Coordination with Experts/Teaching and supporting team	x	x								IDR 429,695,280
	Prepare the learning material learning and learning management system	x	x								
	Conducting Training		x	x	x	x	x				
	Reporting and Coordination Meeting					x	x	x	x		

² 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

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Summary Budget for Full Programme

SDGs Leadership Program

Financing Partner	Fees and Breakdown	Number of Participants		Totally Online
Lembaga Sains Terapan FMIFA Univ Indonesia	Deliverable: Conduct SDGs training at numbers of participants	<i>Option 1</i>	<i>15 -25</i>	IDR 416,087,280
		<i>Option 2</i>	<i>26 -35</i>	IDR 422,891,280
		<i>Option 3</i>	<i>36 - 45</i>	IDR 429,695,280

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ANNEX 2 SCHEDULE OF PAYMENT

- a. This schedule of payment must indicate the amount and timing of payment. Fees for the Development Services provided by UNDP must be paid by the Recipient before UNDP initiates the provision of Development Services.
- b. Payments may be based on a cost-plus basis or a market-based fee basis. In all cases, all costs incurred by the office and by headquarters (direct and indirect, including UNDP staff costs, consultants/responsible parties, equipment, exchange rate fluctuations and operational costs for travel, communication, reporting, audit, General Management Fees, etc.) to provide the development service must be recovered from the funds received under the development service agreement.
- c. This schedule must state whether the price is a fixed deliverable/output-based price or if it is based on time and materials (i.e. based on a daily/weekly/monthly rate adjustable in accordance to any extension or reduction in the duration of engagement).
- d. Specify the UNDP fee and expense components included in the price. For example, whether the price stated is inclusive of both fees and expenses, or if it is inclusive of only the fee, with out-of-pocket expenses such as travel, living allowances, taxes, etc. reimbursable separately (e.g., based on actuals). Also specify the expenses borne by the Recipient directly – whether paid by the Recipient

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Annex 2: Schedule of Payment

to third parties or provided in kind by the Recipient (e.g., conduct of workshop will borne by the client, vehicles will be made available to UNDP for land travels, office space/equipment or an administrative staff will be provided within the project premises, etc.)

- e. Specify the key deliverables/outputs or milestone activities for which payments will be made, the corresponding percentage of the fee that will be paid per milestone/deliverable/output, including the conditions/documentations required prior to the release of any tranches of payment.
- f. Provide separate figures for each functional grouping or category.

B. Fee and Expenses Breakdown per Deliverable***SDGs Leadership Online**

	Deliverables	Percentage of Total Fee + Expenses (Weight for payment)	Fee + Expenses (Lump Sum, All Inclusive)	Payment Timing (Date)
1	Deliverable			
	- Option 1: 15-25 Participants	100%	IDR 416,087,280	12 February 2024
	- Option 2: 26-35 Participants	100%	IDR 422,891,280	12 February 2024
	- Option 3: 36-45 Participants	100%	IDR 429,695,280	12 February 2024

**Basis for payment tranches*

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ANNEX 3 UNDP GENERAL CONDITIONS FOR PROVISION OF DEVELOPMENT SERVICES

1. BASIS OF ARRANGEMENT AND LEGAL STATUS OF THE PARTIES:

The United Nations Development Programme (“UNDP”) and the Recipient shall each be referred to as a “Party” hereunder, and:

1.1 Pursuant, inter alia, to the [Charter of the United Nations](#) and the [Convention on the Privileges and Immunities of the United Nations](#), the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 Nothing contained in or relating to the Agreement to which these General Conditions apply and to which such General Conditions form an integral part thereof, (each, an “Agreement”), shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or responsible parties (in the case of UNDP) or subcontractors (in the case of Recipient) of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

1.3 The Development Services are being provided by UNDP as assistance to the Recipient, further to the Agreement of the Government, towards the Recipient’s contribution to international development goals. The Development Services are performed by UNDP further to and consistent with its mandate. The Parties agree that nothing herein shall be construed as the Parties engaging in a commercial relationship.

1.4 UNDP will undertake the Development Services in accordance with its regulations, rules, policies and procedures, and without prejudice to its privileges and immunities.

2. SOURCE OF INSTRUCTIONS:

2.1 UNDP staff and personnel performing the Development Services may not receive instruction from anyone other than UNDP.

3. UNDP'S RESPONSIBILITY FOR ITS PERSONNEL:

3.1 UNDP shall be responsible for the professional and technical competence of its personnel.

4. RECIPIENT'S DUTIES AND RESPONSIBILITIES:

4.1 The Recipient will make available in a timely manner for UNDP's use, at no charge to UNDP, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and its personnel that may be required by UNDP to perform the Development Services. Recipient will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Recipient computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Recipient. Recipient will provide, at no charge to UNDP, reasonable office space and equipment at Recipient's facilities (e.g., telecommunications requirements, copiers, etc.) as UNDP requires in performing the Development Services. The Recipient's personnel provided to UNDP further to the foregoing, shall in no way be considered staff or personnel of UNDP, and among other things, shall not be covered by UNDP's privileges and immunities and shall not be included in UNDP's security arrangements. Recipient shall make all necessary arrangements for its personnel with respect to safety and security.

5. ASSIGNMENT:

5.1 Neither Party may assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of their respective rights, claims or obligations under this Agreement except with the prior written consent of the other Party.

6. USE OF DEVELOPMENT SERVICES OF OTHER ENTITIES:

6.1 UNDP may require the Development Services of other entities (“Responsible Parties”) to assist it in certain aspects of the provision of Development Services. UNDP’s use of a Responsible Party shall not relieve the UNDP of any of its obligations under this Agreement.

7. COMPENSATION AND PAYMENT

7.1 The compensation of UNDP for the provision of Development Services will be further to the Agreement. UNDP shall not be required to commence the provision or continuation of Development Services until the payments referred to in **Annex 2** have been received in accordance with the terms set forth therein.

7.2 Compensation for any additional Development Services provided by UNDP relating to the Service shall be as agreed by the Parties, as set forth in the Agreement.

7.3 Recipient shall make all payments under this Agreement in Indonesian Rupiah (**IDR**) within thirty (30) calendar days after the date of UNDP's payment notice. The value of the payment received, if made in a currency other than **IDR**, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. If, in such a case, the value of the payment received is less than the invoiced amount due (in **IDR**), UNDP shall inform the Recipient with a view to determining whether any further financing could be provided by the Recipient. Should such further financing not be available, the assistance to be provided further to this Agreement may be reduced, suspended or terminated by UNDP.

7.4 In addition to any other remedy available to UNDP for late payments as may be specified anywhere in this Agreement, Recipient will be obligated to pay UNDP interest on the overdue amount at the rate of one and one-half percent (1.5%) per month for each month, or partial month, calculated from the date such payment was due until the date paid. Recipient will reimburse UNDP for all costs incurred by UNDP in connection with any collection efforts related to or arising out of this Agreement.

7.5 In no event shall UNDP’s obligation and liability to the Recipient hereunder exceed the undertaking of the Development Services. If the Development Services are not performed in accordance with Annex 1, UNDP shall re-perform such Development Services to bring them into compliance with the foregoing and such correction shall be the Recipient’s sole remedy under this Agreement with respect to the provision of the Development Services.

8. ADMINISTRATION AND REPORTING

8.1 UNDP's management of resources received and expenditures incurred under/further to the Agreement, shall be in accordance with UNDP's regulations, rules, policies and procedures. UNDP shall provide to the Recipient, reports and documents prepared in accordance with UNDP accounting and reporting procedures, in the form, numbers and within the time periods set forth in the said **Annex 1**.

9. INDEMNIFICATION; LIABILITY

9.1.1 The Recipient agrees to indemnify and hold UNDP harmless from and against all claims, liabilities, losses, damages, and expenses (including the costs of UNDP's professional time) as incurred (collectively "Losses") relating to the Development Services, including any Losses asserted by the Recipient, its agents or representatives, or third parties and any Losses, costs, etc. sustained by UNDP when participating in any legal, regulatory, or administrative proceeding relating to the Development Services, except to the extent those Losses are determined by a final, non-appealable order or arbitral award to have resulted from UNDP's gross negligence or willful misconduct in the performance of the Development Services.

9.1.2 Notwithstanding the foregoing, the Recipient shall not be liable for any lost profits or other indirect, consequential, incidental, punitive or special damages.

9.2 In no event shall the UNDP, its members, officials, staff, other personnel and advisors have any liability, financial or otherwise, under any paragraph of this Agreement, except as provided in Article 8 of the General Conditions, above.

10. RECIPIENT ACKNOWLEDGEMENT

10.1 It is the long-standing practice of UNDP to serve and work with multiple stakeholders within and across countries, including those with opposing economic interests. These include, but are not limited to, governments and affiliated organizations, inter-governmental organizations, non-governmental organizations, civil society organizations, as well as other private sector entities. UNDP is committed to maintaining the confidentiality of each Recipient's information (generally as described in this Agreement) in all such situations. Accordingly, the Recipient acknowledges the possibility and agrees that UNDP may have served, may currently be serving or may in the future serve other organizations and entities whose interests are adverse to those of the Recipient, including parties with whom the Recipient (i) competes; (ii) has a commercial relationship or potential commercial relationship (e.g., suppliers, distributors); (iii)

enters into competitive bidding situations; and (iv) enters into or considers entering into merger, acquisition, divestiture, alliance or joint venture transactions.

11. INSURANCE AND LIABILITIES TO THIRD PARTIES

11.1 The Parties note that the UNDP is self-insured. Without prejudice to the foregoing, throughout the execution of this Agreement, UNDP shall:

11.1.1 maintain appropriate insurance coverage with respect to third-party motor vehicle liability insurance;

11.1.2 maintain appropriate cargo insurance against loss of or damage to supplies and equipment, if any, purchased in whole or in part with funds provided under this Agreement until transferred to the Recipient;

11.1.3 with regard to its Staff, Consultants and other personnel, maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of UNDP; and maintain malicious acts insurance.

12. TITLE TO EQUIPMENT

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

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

13.1 Except as is otherwise expressly provided in writing in the Agreement, the Recipient 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 UNDP has developed for the Recipient under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. Nonetheless, the Recipient shall grant UNDP a perpetual, royalty-free license to (reproduce, adapt, modify, distribute, sub-license) make use of such intellectual property or other proprietary rights for non-commercial purposes, including the ability to

further license to other non-private sector Recipients and its programme governments in accordance with the requirements of the agreement between UNDP and the Recipient(s) concerned and its basic cooperation agreement with programme governments, respectively.

13.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of UNDP: (i) that pre-existed the performance by UNDP of its obligations under the Agreement, or (ii) that UNDP may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the Recipient does not and shall not claim any ownership interest thereto, and UNDP grants to the Recipient a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.

13.3 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by UNDP from the Recipient under the Agreement shall be the property of the Recipient, shall be made available for use or inspection by the Recipient at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Recipient authorized officials on completion of work under the Agreement.

14. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

14.1 Recipient shall not advertise or use the name, emblem or trademarks of UNDP, or any of its programmes, projects or affiliates (including the UN, UNCDF and UNV), or any abbreviation thereof, without the express prior written approval of UNDP in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Recipient and/or its business or Development Services. In making such request, the Recipient must submit an outline and draft of the proposed use of the name or emblem to UNDP.

15. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Disclosee”) during the course of performance of the Agreement, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

15.1 The recipient (“Disclosee”) of such information shall:

15.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

15.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

15.2 Provided that the Disclosee has a written agreement with the following persons or entities requiring them to treat the Information as confidential in accordance with the Agreement and this Article 13, the Disclosee may disclose Information to:

15.2.1 any other party with the Discloser’s prior written consent; and,

15.2.2 the Disclosee’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Agreement, and employees, officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Agreement, provided that, for these purposes a controlled legal entity means:

15.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

15.2.2.2 any entity over which the Party exercises effective managerial control; or,

15.2.2.3 for the UNDP, an affiliated Fund such as UNCDF and UNV.

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

15.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General, and consistent with its Information Disclosure Policy.

15.5 The Disclosee shall not be precluded from disclosing Information that is obtained by the Disclosee from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Disclosee, or at any time is developed by the Disclosee completely independently of any disclosures hereunder.

15.6 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement.

16. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

16.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, UNDP shall give notice and full particulars in writing to the Recipient, of such occurrence or change if UNDP is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. UNDP shall also notify the Recipient of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, the Recipient shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to UNDP of a reasonable extension of time in which to perform its obligations under this Agreement.

16.2 If UNDP is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, the Recipient shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 17, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

16.3 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; failure of carrier or utilities, equipment or transmission failure or damage that is reasonably beyond the non-performing party's control, or any other cause that is reasonably beyond the control of the non-performing party; governmental acts, order or restrictions, failure of government or suppliers to act or any other reason when the failure to perform is beyond the reasonable control and not caused by negligence or international conduct or misconduct of the non-performing party and such party has exerted all reasonable efforts to avoid or remedy such force majeure provided however that the non-performing party shall not be obligated to remedy or settle any labour dispute or disturbance.

17. TERM AND TERMINATION

17.1 The term of this Agreement will commence on the Effective Date and will continue in effect until the Completion Date unless earlier terminated pursuant to the terms of this Agreement.

17.2 Either party may terminate this Agreement for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 18.3 ("Arbitration"), below, shall not be deemed a termination of this Agreement.

17.3 The Recipient reserves the right to terminate without cause this Agreement at any time upon 15 days prior written notice to UNDP, in which case the Recipient shall reimburse UNDP for all costs incurred by UNDP prior to receipt of the notice of termination.

17.4 In the event of any termination by UNDP under this Article, no payment shall be due from the Recipient to the UNDP except for work and Development Services performed in conformity with the express terms of this Agreement.

17.5 Upon any expiration or termination of this Agreement, each party will return promptly or, at the other Party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other Party except to the extent that such documents must be retained to satisfy auditing or regulatory requirements.

17.6 Notwithstanding any other provision to the contrary in this Agreement, UNDP shall have the right to terminate this Agreement with immediate effect if it becomes aware of any event that, in the sole opinion of UNDP, may cause reputational risk or injury to UNDP or may be contrary to UNDP's status, neutrality, ideals or objectives.

18. SETTLEMENT OF DISPUTES

18.1 This Agreement shall be governed by the terms provided herein, to the exclusion of application of any national and/or subnational law.

18.2 Amicable Settlement: The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof.

18.3 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Agreement or the breach, termination, or invalidity thereof, unless settled amicably under Article 18.2, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, 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 Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, Development Services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, 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 Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) (or should LIBOR be no longer available, then the arbitral tribunal shall have no authority to award interest in excess of the Federal Reserve Bank of New York’s Secured Overnight Financing Rate) 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.

19. PRIVILEGES AND IMMUNITIES

19.1 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, including UNDP.

20. TAX EXEMPTION

20.1 The Compensation paid to UNDP hereunder shall be net of taxes. 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, UNDP shall immediately consult with the Recipient to determine a mutually acceptable procedure, which may include the Recipient paying the taxes in relation to the Development Services directly to the competent Governmental authority(ies). In such case, if UNDP is able to recover the taxes paid, it shall reimburse them to the Recipient.

21. INTEGRITY CLAUSE

21.1 The Recipient and UNDP undertake to institute any such measures as are required to avoid corruption, ensuring in particular that no such payments or other considerations are offered or accepted. Both Parties acknowledge that a violation of the integrity clause shall, as a rule, result in revocation and early termination of the Agreement.

21.2.1 The parties will inform each other in case of any well-founded suspicions of corruption.

22. AUDIT AND INVESTIGATION

22.1 All payments received by UNDP under this Agreement shall be subject exclusively to internal and external audit in accordance with the United Nations audit principles and procedures and UNDP's Financial Regulations and Rules. Information related to the implementation of this Agreement may be provided in so far as it shall be deemed compatible with UNDP's Financial Regulations and Rules, policies and procedures, and its juridical status as an International Organization of the UN System.

23. AUTHORITY TO MODIFY

23.1 Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Recipient. Accordingly, no modification or change in this Agreement shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Recipient and jointly by the UNDP Authorized Official.