Received by NSD/FARA Registration Unit 11/06/2020 5:32:38 PM

OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Daniel J. Edelman	3634

3. Primary Address of Registrant

200 E. Randolph Street-63rd Floor
Chicago, IL 60601

4. Name of Foreign Principal	5. Address of Foreign Principal
United Nations Development Programme on behalf of the Government of Panama	Clayton, Ciudad del Saber, Edif. 129 Casa de las Naciones Unidas, Ciudad de Panamá

6. Country/Region Represented
U.S. U.K. and broader EU Markets

7. Indicate whether the foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Ministry of Foreign Affairs

b) Name and title of official with whom registrant engages
Adriana De Diego, Program Coordinator, Ministry of Foreign Affairs, Panama

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:38 PM

9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

N/A

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Received by NSD/FARA Registration Unit 11/06/2020 5:32:38 PM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature	
November 06, 2020	Randall Corley	Sign	/s/ Randall Corley	eSigned
		Sign		
		Sign		
		Sign		

Received by NSD/FARA Registration Unit 11/06/2020 5:32:38 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal

United Nations Development Programme on behalf of Panama Ministry of Foreign Affairs

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 10-28-2020

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Edelman will provide the Panama Ministry of Foreign Affairs with communications services in the U.S., EU and broader EU markets.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Edelman will provide Panama with communications support including media relations and content development for earned and social media.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Communications campaign on behalf of the Panamanian Ministry of Foreign Affairs with focus on raising Panama's profile in the US, UK and European Union

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
November 06, 2020	Randall Corley	/s/ Randall Corley eSigned

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: CFD5AFBA-91B4-4EF8-9DBD-9B21595E4E74

Programa de las Naciones Unidas para el Desarrollo

Al servicio
de las personas
y las naciones

Contrato de Prestación de Servicios entre el Programa de las Naciones Unidas para el Desarrollo y DANIEL J. EDELMAN INC.

1. País donde se prestarán los servicios: Panamá, Rep. De Panamá
2. PNUD [ ] Solicitud de cotización [X] Solicitud de propuesta [ ] Invitación a licitación [] Contratación directa
3. Referencia del Contrato: 2749 PAN 2020
4. Acuerdo a largo plazo: No
5. Objeto del Contrato: [ ] bienes **[X] servicios** [ ] bienes *y* servicios
6. Tipo de servicios: SERVICIOS DE CONSULTORIA PARA LA COMUNICACIÓN ESTRATÉGICA INTERNACIONAL PARA EL FORTALECIMIENTO DE LA REPUTACIÓN DEL PAÍS.

7. Fecha de inicio del Contrato: 23 de octubre de 2020.	**8. Fecha de finalización del Contrato: 23 de octubre de 2021.**

9. Cuantía total del Contrato: UN MILLÓN DOSCIENTOS SETENTA Y CINCO MIL DOLARES CON 00/100 ($1,275,000.00)

9a. Anticipo: No aplicable

10. Valor total de los bienes y/o servicios:

[ ] **inferior a USD50.000 (servicios únicamente)** – Se aplican las Condiciones Generales de Contratación del PNUD para Contratos Institucionales *de minimis*

[ ] **inferior a USD50.000 (bienes *o* bienes y servicios)** – Se aplican las Condiciones Generales de Contratación del PNUD

[X] igual o superior a USD50.000 (bienes *y/o* servicios) – Se aplican las Condiciones Generales de Contratación del PNUD

11. Método de pago:

10% A la entrega y aceptación conforme por parte del Programa de las Naciones Unidas para el Desarrollo del Producto 1, como detallado en el Término de Referencia.

15% A la entrega y aceptación conforme por parte del Programa de las Naciones Unidas para el Desarrollo del Producto 2, como detallado en el Término de Referencia.

10% A la entrega y aceptación conforme por parte del Programa de las Naciones Unidas para el Desarrollo del Producto 3, como detallado en el Término de Referencia.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: CFD5AFBA-91B4-4EF8-9DBD-9B21595E4E74

15% A la entrega y aceptación conforme por parte del Programa de las Naciones Unidas para el Desarrollo del Producto 4, como detallado en el Término de Referencia.

10% A la entrega y aceptación conforme por parte del Programa de las Naciones Unidas para el Desarrollo del Producto 5, como detallado en el Término de Referencia.

15% A la entrega y aceptación conforme por parte del Programa de las Naciones Unidas para el Desarrollo del Producto 6, como detallado en el Término de Referencia.

25% A la entrega y aceptación conforme por parte del Programa de las Naciones Unidas para el Desarrollo del Producto 8, como detallado en el Término.

12. Nombre del Contratista: DANIEL J. EDELMAN INC.

Dirección: Chicago, 200 East, Randolph drive, 63 floor.

Sitio web:

13. Nombre de la persona de contacto del Contratista: JERE JEROME SULLIVAN JR

Cargo: Representante Legal – Daniel J. Edelman Inc.

Dirección: Chicago, 200 East, Randolph drive, 63 floor

Número de teléfono: 312-934-7084

Correo electrónico: jere.sullivan@edelman.com

14. Nombre de la persona de contacto del PNUD: Luis Ho

Cargo: Gerente de Operaciones

Dirección: Clayton, Ciudad del Saber, Edif. 129 Casa de las Naciones Unidas, Ciudad de Panamá

Número de teléfono: 342-4500

Correo electrónico: Luis.ho@undp.org

15. Cuenta bancaria del Contratista a la cual se transferirán los pagos:

Beneficiario: DANIEL J. EDELMAN INC.

Denominación de la cuenta:

[redacted]

Este Contrato consta de los documentos que se mencionan a continuación, los cuales, en caso de conflicto, prevalecerán uno sobre otro de acuerdo con el orden siguiente:

1. Esta hoja de referencia ("Hoja de referencia").

2. Condiciones Generales de Contratación del PNUD Condiciones generales de contratación del PNUD para contratos institucionales *de minimis*.

3. Términos de referencia (TDR) y Calendario de pagos, que incorporen la descripción de los servicios, los objetivos de productos y de desempeño, los plazos, el cronograma de pagos y la cuantía total del Contrato.

4. La propuesta técnica y la propuesta financiera del Contratista, estos documentos, no adjuntos al presente pero conocidos por las Partes y en su poder, forman parte integrante del presente Contrato.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: CFD5AFBA-91B4-4EF8-9DBD-9B21595E4E74

Todo lo que antecede, incorporado en el presente para referencia, constituye la totalidad del acuerdo entre las Partes (el "Contrato") y sustituye el contenido de cualesquiera otras negociaciones y/u otros acuerdos, tanto orales como por escrito, relacionados con el objeto del presente Contrato.

El presente Contrato entrará en vigor en la fecha de la última firma de la Hoja de referencia por los representantes debidamente autorizados de las Partes, y terminará en la Fecha de finalización del Contrato que se indica en la Hoja de referencia. Este Contrato solo podrá modificarse mediante un acuerdo por escrito entre los representantes debidamente autorizados de las Partes.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados para ello, firmamos este Contrato en nombre de las Partes en el lugar y en la fecha que se indican a continuación.

Por el Contratista		**Por el PNUD**	
Firma:		Firma:	
Nombre:	Jere Sullivan	Nombre:	Linda Maguire
Cargo:	Representante Legal	Cargo:	Representante Residente
Fecha:	28 de octubre de 2020	Fecha:	22 de octubre de 2020

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Al servicio de las personas y las naciones

PROGRAMA DE LAS NACIONES UNIDAS PARA EL DESARROLLO

ACTA DE NEGOCIACIÓN

PROCESO 2749 PAN 2020
Servicios de Consultoría para la Comunicación Estratégica Internacional para el Fortalecimiento de la Reputación del País.

I. OBJETO

En la Ciudad de Panamá, a la 1:30 p.m. del día 24 de septiembre de 2020, se realizó una reunión vía zoom con el fin de efectuar una negociación de la propuesta presentada por la empresa Daniel J. Edelman Inc. para el proceso de la referencia.

En el acto de negociación se contó con la participación de personal de la empresa Daniel J. Edelman Inc., personal del Programa de Naciones Unidas para el Desarrollo y del Ministerio de Relaciones Exteriores. A continuación, detallamos:

Por Daniel J. Edelman Inc.

- Jere Sullivan – Chairman Global Public Affair
- Debora Murray – Senior Vice President International Public Affairs
- Julio Valeriano - Vice President, International Public Affairs
- Amaia Betelu - Director, Public Affairs (Brussels)

Por PNUD

- Berta Bonilla – Analista de Adquisiciones
- Annie Ramos – Asociada de Programas
- Fanny Pérez – Asociada de Adquisiciones

Por Ministerio de Relaciones Exteriores

- Adriana De Diego – Despacho Superior

En primera instancia se comunicó la intención del PNUD de lograr una negociación, la cual se da luego de la evaluación y antes de la adjudicación; y que propone modificar o eliminar del todo algunos alcances de los términos de referencia y propuestos por Edelman Inc. Para tal efecto, se analizó la propuesta presentada por la empresa.

II. REFERENCIA DEL PROCESO:

a. Nombre del Proceso:
Servicios de Consultoría para la Comunicación Estratégica Internacional para el Fortalecimiento de la Reputación del País.

b. Objetivo del Proceso:

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Al servicio de las personas y las naciones

Se requiere la contratación de una agencia consultora que deberá:

- Elaborar, implementar y dar seguimiento a la estrategia y plan estratégico de comunicación, con énfasis en comunicación reputacional en el marco internacional, que contenga dos componentes: uno que este dirigido a la promoción y fortalecimiento de la reputación país; y un segundo componente enfocado en el manejo de crisis reputacional.
- Contribuir con la articulación de la estrategia de reputación país, coordinar las tareas y asesorar al equipo del Ministerio de Relaciones Exteriores en todos los aspectos comunicacionales para asegurar el cumplimiento de los objetivos del Plan Misión Panamá y de las actividades que sean previstas.
- Coordinar las acciones de comunicación con los puntos focales del Plan Misión Panamá, así como con las contrapartes nacionales e internacionales.
- Elaborar herramientas comunicacionales estratégicas de acuerdo a los lineamientos que sean establecidos.
- Identificar y manejar una base de datos de medios de comunicaciones nacionales e internacionales; y el relacionamiento del país con los mismos, así como de stakeholders y posibles sócios o aliados estratégicos, para la difusión de los mensajes claves que sean establecidos; así como la cobertura de los hitos relevantes.

c. Alcance:

- Desarrollar un diagnóstico que sirva de base para la estrategia de comunicaciónn requerida.
- Elaborar una estrategia de comunicación y sus respectivas campañas que sean sostenibles en el tiempo. La misma deberá incluir planes de oportunidad mediática para el posicionamiento de eventos, cobertura de medios en sitio, entrevistas en vivo o pregrabadas, reuniones con juntas editoriales y otras acciones que la agencia proponga.
- Deberá presentar un plan de relacionamiento con periodistas e influenciadores que marcan la pauta en la opinión pública tanto en la Unión Europea y Reino Unido, como en Estados Unidos.
- Desarrollar y ejecutar dentro de los componentes de la estrategia de comunicación, un plan de difusión que contemple medios tradicionales y medios 2.0 (social media, newsletters, blogs, etc.) a nivel nacional e internacional, para lo que se deberá presentar informe mensual de las gestiones realizadas.
- Desarrollar y ejecutar una estrategia omnicanal, que incluya la implementación de una campaña de contenido digital, tácticas de amplificación orgánicas y pagadas, entre otras que sean planteadas por la agencia.
- Planificación y monitoreo del Social engagement y plan de contenido relevante que nos asegure que los eventos y publicaciones han sido vistos por la audiencia correcta. Debe incluir posteo de contenido en vivo para las redes sociales que sean definidas, desarrollo de calendario de contenidos y creación de contenido para las mismas (videos, infografía, imágenes, entrevistas con participantes, etc.).
- Llevar a cabo una sesión de Planificación Estratégica en Panamá con los key decision makers y representantes de las principales instituciones gubernamentales.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

- Entregar informes sobre temas que se consideren relevantes para Panamá en cada uno de los mercados prioritarios para Panamá
- *Desarrollar e implementar boletín mensual sobre los avances de Panamá en la materia, que destaque los hitos alcanzados para ser distribuido a actores claves y la red de misiones diplomáticas. El boletín deberá estar en español e inglés y se deberá estar en capacidad de reproducirlo en otro idioma de ser necesario.*
- Establecer una narrativa base, alineada a la del Gobierno de la República de Panamá; y mensajes claves claros, relevantes y poderosos que refuercen las acciones tácticas. Los mismos deberán ser adaptables para que puedan ser difundidos a líderes de opinión claves en la materia dependiendo de las circunstancias, en español, inglés y el idioma del país donde se esté ejecutando la acción de comunicación.
- Alinear los mensajes desarrollados en función de los distintos voceros y audiencias, incluidas las redes sociales. (Instituciones gubernamentales, sector privado, organismos internacionales, embajadas, etc.)
- Identificar voceros claves difundir los mensajes claves, para tales efectos se deberá diseñar y ejecutar una estrategia de vocerías a nivel nacional e internacional en función de los objetivos y el cronograma de la estrategia.
- Desarrollar e implementar una estrategia de vocería en medios nacionales e internacionales, que sean relevantes, tanto para representantes del Gobierno de Panamá como otros voceros expertos que coadyuven a amplificar la narrativa planteada y amplificar los mensajes positivos sobre el país. Esto deberá ir acompañado de un entrenamiento de voceros.
- Identificar expertos reconocidos internacionalmente que promuevan el deslistamiento de Panamá, entre ellos voces independientes quienes apoyen nuestros mensajes y resalten las buenas prácticas que está realizando el país en la lucha contra el lavado de dinero para apoyar nuestra posición.
- Identificación y mapeo de los actores claves para cada tema o problema, basándose en el rango de influencia para la toma de decisiones, alineamiento con nuestra posición, relaciones existentes o la posibilidad de involucramiento con el actor clave. Este mapeo debe realizarse en forma de ranking y priorizado por influenciadores globales, principalmente en la Unión Europea, Reino Unido y los Estados Unidos, Determinar si deben ser aliados e involucrarlos, cuales son neutrales y deben mantenerse informados, cuales son adversarios y deben ser monitoreados, pero no involucrados. Todo este análisis debe también incluir miembros de la sociedad civil y de negocios, think tanks, universidades y otros stakeholders a nivel internacional.
- Elaborar, implementar y validar, con aliados estratégicos, materiales comunicacionales e informativos para las diferentes acciones programadas.
- Coordinar acciones de comunicación en torno a las actividades de las firmas de Lobby en Estados Unidos y Europa, en el caso que las mismas estén contratadas por el Ministerio de Relaciones Exteriores, en su defecto deberá coordinar acciones de comunicación de estrategia de lobby con el Ministerio de Relaciones Exteriores. Se deberán entregar reportes mensuales de las acciones realizadas y su impacto.
- Difundir y amplificar a nivel nacional e internacional mensajes positivos, hitos y toda información relevante que coadyuve a mejorar y fortalecer la reputación del país; así como conseguir el reconocimiento internacional en los temas listados en el plan. Se deberán presentar informes mensuales que midan el impacto y alcance de los mensajes.
- Desarrollar e implementar un plan proactivo de acercamiento a medios nacionales e internacionales (televisivos, impresos, digitales y los que la agencia tenga a bien recomendar), para posicionar los

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

mensajes claves planteados; así como los hitos más importantes del país en la materia. Se deberán presentar informes mensuales que midan el impacto y alcance de los mensajes.

- Identificación de stakeholders a nivel nacional e internacional, en función con los objetivos establecidos en la estrategia se deberá proponer y ejecutar un plan de relacionamiento con sus respectivos informes de gestión mensuales.
- Establecer un mecanismo de monitoreo de reputacional, evaluar y entregar informes de situación y proponer acciones de comunicación en base a los hallazgos del mismo.
- Establecer un sistema de monitoreo de medios internacionales, evaluar y entregar informes de situación y proponer acciones de comunicación en base a los hallazgos del mismo.
- Preparar y coordinar roadshows, foros, encuentros y acciones de relacionamiento nivel nacional e internacional, especialmente en la Unión Europea con actores claves, think tanks, académicos, *policymakers*, instituciones gubernamentales y otros stakeholders relevantes identificados en el mapeo de actores.
- Recomendación e identificación de foros y eventos relevantes donde debe participar Panamá, a través del gobierno o delegaciónn mixta con sector privado.
- Proponer la participación de Panamá en eventos relevantes que coadyuven a fortalecer la marca, imagen y reputaciónn de Panamá (reuniones bilaterales, visitas oficiales, eventos industriales y comerciales, reuniones virtuales, entre otros).
- Desarrollar e implementar un plan de Crisis y respuesta rápida, acompañado de su respectivo manual de crisis de comunicación. Se deberá dictar un taller de manejo de temas, incluyendo ejercicios de scenario planning, donde los equipos discutan los problemas potenciales que puedan afectar y los canales en los cuales pueden ser cuestionados o atacados, y respuestas apropiadas para cada escenario identificado.
- Organizar giras de negocios y de medios hacia Panamá para conocer, reunirse y/o entrevistar a actores gubernamentales claves, visitar compañías que han invertido en Panamá y los beneficios de invertir en el país.
- Proponer y ejecutar actividades de desarrollo y fortalecimiento de reputación tanto en Bruselas, como en los países o ciudades donde se identifique es necesario mejorar la percepción país.
- Coordinar la estrategia de manejo reputacional y de crisis ante GAFI, OCDE, la Unión Europea desde su oficina de Bélgica y Francia.
- Identificar próximos hitos y varios ángulos de historias para lanzar que pueden ser en forma de entrevistas, escritos autorizados por actores claves.

Desde la línea base, se medirá el progreso al mediano y largo plazo. Y la evaluación* se basará en los siguientes criterios:

Análisis Cuantitativo del volumen de coberturas positivas en Medios sobre Panamá, y el Gobierno en los más influyentes medios y cadenas impresas, televisivas y en línea a nivel mundial.
Análisis cualitativo de la actitud de líderes de opinión claves (KOLs) hacia la administración de Panamá.
El *análisis cuantitativo y cualitativo* para medir progreso a través de 3 mercados y 3 pilares: Unión Europea (principalmente Francia, Bélgica, España, Alemania, Italia, Portugal, Austria, Grecia), Reino Unido y Estados Unidos.
Sobre estos 3 pilares: Reforma, Socios y destino de negocio e inversión.

- Realizar una encuesta internacional a legisladores, comisionados y opinión pública para medir cómo ven a Panamá y el progreso que el gobierno ha hecho.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Productos:

ENTREGABLE /PRODUCTOS	TIEMPO ESTIMADO PARA COMPLETAR TAREA
Producto 1 Diseño de Plan estratégico que incluya: - Análisis de Situación - Identificación de actores relevantes e influenciados - Estrategia comunicacional y política y plan de acción a corto, mediano y largo plazo. - Narrativa - enmarcar los mensajes claves y los ángulos de la historia. Generación de interés de los medios internacionales alrededor de eventos oficiales: - Estrategias de vocerías - Programación de visitas oficiales, reuniones bilaterales, congresos, ruedas y eventos	Un mes a partir de la firma del contrato
Producto 2: Desarrollo de Estrategia para Eventos de Terceros: - Red de apoyo - Expandir la presencia en eventos de terceros para moldear la opinión de expertos.	Tres meses a partir de la firma del contrato
Producto 3: Desarrollo de Estrategia y planificación de cobertura de medios - Crear oportunidades de cobertura de medios internacionales - Campaña de medios - Monitoreo y reporte al instante de los medios	Cuatro meses a partir de la firma del contrato.
Producto 4: Diseño y Desarrollo de Manual de Crisis. - Monitoreo de reputación - Guía de respuesta rápida - Taller de preparación de crisis (incluyendo planificación de escenario y entrenamiento en manejo de crisis en medios). - Asesoría en manejo de crisis al Ministerio de Relaciones Exteriores.	Seis meses a partir dela firma del contrato.
Producto 5: Desarrollo de la Estrategia de comunicación digital Promover contenido positivo en los medios omnicanales - Estrategia de comunicación digital, incluyendo plan y estrategia de contenido (en página web y plataformas de redes sociales) - Desarrollo de contenido inmediato. - Manejo de canales y comunidades	Ocho meses a partir de la firma del contrato

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Al servicio de las personas y las naciones

Producto 6: Implementar Hub Interactivo sobre los avances que hace Panamá o de noticias positivas sobre Panamá: - Desarrollo, lanzamiento y mantenimiento de campañas en el micrositio. - Newsletter mensual y enviado a los actores claves., entre otros.	Nueve meses a partir de la firma del contrato
Producto 7: Desarrollo de Estrategia comprensiva y omnicanal enfocada en Panamá para campaña de apoyo internacional, en diferentes Organismos Internacionales, think tanks, academias, gremios, foros y eventos internacionales.	Diez meses a partir de la firma del contrato.
Producto 8: Desarrollo de Estrategia y Plan de asuntos públicos Manejo político: - Manejo político (lobby) - Programa de involucramiento a actores relevantes: reuniones en la Unión Europea (Comisión, Parlamento y Consejo) en Bruselas, OECD y a nivel internacional (principalmente en Estados Unidos, Reino Unido y Europa) - Eventos de Influenciadores: mesas de negocios con Agencias de Inversión, debate en el Parlamento Europeo, etc.	Doce meses a partir de la firma del contrato.

III. **NEGOCIACIÓN:**

En reunión de negociación celebrada el día 24 de septiembre de 2020, Vía zoom, con los representantes de Daniel J. Edelman Inc., personal del Programa de Naciones Unidas para el Desarrollo (en adelante denominado el "PNUD") y del Ministerio de Relaciones Exteriores, se acordó verificar algunos alcances y productos de la propuesta con el fin de ajustarlos , alcanzando el siguiente Acuerdo:

1. Se inició la reunión explicando que la etapa de negociación es un espacio inmediatamente posterior a la evaluación y que antecede a la adjudicación. La negociación no representa la adjudicación del contrato, la cual solo podrá darse al concluir el proceso de adquisición que está llevando a cabo el PNUD.

2. Se le informó a la empresa Daniel J. Edelman Inc. que por parte del proyecto había interés en la propuesta presentada; sin embargo, existen algunos alcances que fueron contemplados, pero por disponibilidad de presupuesto no se podrán realizar y en este sentido se requiere revisar la viabilidad de realizar ajustes a los mismos.

3. Se ha considerado eliminar el producto 2 cuyo costo es del 15% del total de la propuesta, dicho producto contempla actividades tales como:
Desarrollo de Estrategia para Eventos de Terceros – Red de Apoyo y Expandir la presencia en eventos de terceros para moldear la opinión de expertos.

4. La empresa Daniel J. Edelman Inc., debe mantener la calidad de los productos y cumplir con los objetivos de la consultoría.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Al servicio de las personas y las naciones

5. En el cuadro siguiente se detalla los costos por productos ofertados por Edelman Inc. luego de la revisión aritmética efectuada por el PNUD y el ajuste realizado que elimina el costo del producto 2 y modifica el costo final de la propuesta:

PROPUESTA ORIGINAL

PROPUESTA EDELMAN INC.		
DESCRIPCION	**Porcentaje**	**Monto**
Entregable 1	10%	150,000.00
Entregable 2	15%	225,000.00
Entregable 3	10%	150,000.00
Entregable 4	10%	150,000.00
Entregable 5	15%	225,000.00
Entregable 6	10%	150,000.00
Entregable 7	10%	150,000.00
Entregable 8	20%	300,000.00
TOTAL	100%	**1,500,000.00**

PROPUESTA MODIFICADA

PROPUESTA EDELMAN INC.		
DESCRIPCION	**Porcentaje**	**Monto**
Entregable 1	10%	127,500.00
Entregable 2	Eliminado	
Entregable 3	15%	191,250.00
Entregable 4	10%	127,500.00
Entregable 5	15%	191,250.00
Entregable 6	10%	127,500.00
Entregable 7	15%	191,250.00
Entregable 8	25%	318,750.00
TOTAL	100%	**1,275,000.00**

6. Los representantes de la Empresa Daniel J. Edelman Inc, proponen ajustes específicos en algunos alcances considerando la reducción del presupuesto. Se detallan a continuación:

ALCANCES MODIFICADOS:

- Desarrollar un diagnóstico que sirva de base para la estrategia de comunicaciónn requerida.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

- Elabora una estrategia de comunicación y sus respectivas campañas que sean sostenibles en el tiempo. La misma deberá incluir planes de oportunidad mediática para el posicionamiento de eventos, cobertura de medios en sitio, entrevistas en vivo o pregrabadas, reuniones con juntas editoriales y otras acciones que la agencia proponga.
- Deberá presentar un plan de relacionamiento con periodistas e influenciadores que marcan la pauta en la opinión pública tanto en la Unión Europea y Reino Unido, como en Estados Unidos.
- Desarrollar y ejecutar dentro de los componentes de la estrategia de comunicación, un plan de difusión que contemple medios tradicionales y medios 2.0 (social media, newsletters, blogs, etc.) a nivel nacional e internacional, para lo que se deberá presentar informe mensual de las gestiones realizadas.
- Desarrollar y ejecutar una estrategia omnicanal, que incluya la implementación de una campaña de contenido digital, tácticas de amplificación orgánicas y pagadas*, entre otras que sean planteadas por la agencia.
    - ** Este ámbito de trabajo incluye la preparación de la estrategia para la activación de campañas de contenido que incluyan tácticas de amplificación pagadas. Sin embargo, la ejecución de las tácticas de la amplificación pagada (publicidad) deberán ser cubiertas por un presupuesto adicional.*
- Planificación y monitoreo del Social engagement y plan de contenido relevante que nos asegure que los eventos y publicaciones han sido vistos por la audiencia correcta. Debe incluir posteo de contenido en vivo para las redes sociales que sean definidas, desarrollo de calendario de contenidos y creación de contenido* para las mismas (videos, infografía, imágenes, entrevistas con participantes, etc.).
    - **Edelman es una agencia que ofrece una amplia gama de servicios de comunicación. Sin embargo, el desarrollo de videos, infografías o la contratación de fotógrafos para captar imágenes no está incluido en este ámbito de trabajo debido al limitado presupuesto.*
- Llevar a cabo una sesión* de Planificación Estratégica en Panamá con los key decision makers y representantes de las principales instituciones gubernamentales.
    - **Debido a las restricciones de viaje relacionadas con el COVID-19, esta sesión tendrá lugar de forma virtual. Edelman tendrá como objetivo enviar uno o dos miembros del equipo central a Panamá para una sesión en persona. En caso de que se apliquen restricciones de Covid, Edelman trabajará con el Ministerio para reasignar internamente estos recursos según las prioridades.*
- Entregar informes sobre temas que se consideren relevantes para Panamá en cada uno de los mercados prioritarios* para Panamá
    - **Es decir, en los Estado Unidos, el Reino Unido y la Unión Europea. El Ministerio replicará a través de las embajadas en el exterior, sobre todo los países que mantienen a Panamá en listas de manera bilateral.*
- Desarrollar e implementar boletín mensual sobre los avances de Panamá en la materia, que destaque los hitos alcanzados para ser distribuido a actores claves y la red de misiones diplomáticas. El boletín deberá estar en español e inglés y se deberá estar en capacidad de reproducirlo en otro idioma* de ser necesario.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

- *Las traducciones que se realicen a otros idiomas que no sean el español e inglés no estarán cubiertas por el presente presupuesto. Sin embargo, Edelman será flexible y deja abierta la posibilidad de traducir a otros idiomas además del inglés y español caso por caso.*

- Establecer una narrativa base, alineada a la del Gobierno de la República de Panamá; y mensajes claves claros, relevantes y poderosos que refuercen las acciones tácticas. Los mismos deberán ser adaptables para que puedan ser difundidos a líderes de opinión claves en la materia dependiendo de las circunstancias, en español, inglés y el idioma del país donde se esté ejecutando la acción de comunicación.
- Alinear los mensajes desarrollados en función de los distintos voceros y audiencias, incluidas las redes sociales. (Instituciones gubernamentales, sector privado, organismos internacionales, embajadas, etc.)
- Identificar voceros claves difundir los mensajes claves, para tales efectos se deberá diseñar y ejecutar una estrategia de vocerías a nivel nacional e internacional en función de los objetivos y el cronograma de la estrategia.
- Desarrollar e implementar una estrategia de vocería en medios nacionales e internacionales, que sean relevantes, tanto para representantes del Gobierno de Panamá como otros voceros expertos que coadyuven a amplificar la narrativa planteada y amplificar los mensajes positivos sobre el país. Esto deberá ir acompañado de un entrenamiento* de voceros.
    - *Debido a las restricciones de viaje relacionadas con el COVID-19, el entrenamiento de los voceros se realizará de forma virtual.*
- Identificar expertos reconocidos internacionalmente que promuevan el deslistamiento de Panamá, entre ellos voces independientes quienes apoyen nuestros mensajes y resalten las buenas prácticas que está realizando el país en la lucha contra el lavado de dinero para apoyar nuestra posición.
- Identificación y mapeo de los actores claves para cada tema o problema, basándose en el rango de influencia para la toma de decisiones, alineamiento con nuestra posición, relaciones existentes o la posibilidad de involucramiento con el actor clave. Este mapeo debe realizarse en forma de ranking y priorizado por influenciadores globales, principalmente en la Unión Europea, Reino Unido y los Estados Unidos, Determinar si deben ser aliados e involucrarlos, cuales son neutrales y deben mantenerse informados, cuales son adversarios y deben ser monitoreados, pero no involucrados. Todo este análisis debe también incluir miembros de la sociedad civil y de negocios, think tanks, universidades y otros stakeholders a nivel internacional.
- Elaborar, implementar y validar, con aliados estratégicos, materiales comunicacionales e informativos para las diferentes acciones programadas.
- Coordinar acciones de comunicación en torno a las actividades de las firmas de Lobby en Estados Unidos y Europa, en el caso que las mismas estén contratadas por el Ministerio de Relaciones Exteriores, en su defecto deberá coordinar acciones de comunicación de estrategia de lobby con el Ministerio de Relaciones Exteriores. Se deberán entregar reportes mensuales de las acciones realizadas y su impacto.
- Difundir y amplificar a nivel nacional e internacional mensajes positivos, hitos y toda información relevante que coadyuve a mejorar y fortalecer la reputación del país; así como conseguir el reconocimiento internacional en los temas listados en el plan. Se deberán presentar informes mensuales que midan el impacto y alcance de los mensajes.
- Desarrollar e implementar un plan proactivo de acercamiento a medios nacionales e internacionales (televisivos, impresos, digitales y los que la agencia tenga a bien recomendar), para posicionar los

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

mensajes claves planteados; así como los hitos más importantes del país en la materia. Se deberán presentar informes mensuales que midan el impacto y alcance de los mensajes.

- Identificación de stakeholders a nivel nacional e internacional, en función con los objetivos establecidos en la estrategia se deberá proponer y ejecutar un plan de relacionamiento con sus respectivos informes de gestión mensuales.
- Establecer un mecanismo de monitoreo de reputacional, evaluar y entregar informes de situación y proponer acciones de comunicación en base a los hallazgos del mismo.
- Establecer un sistema de monitoreo de medios internacionales, evaluar y entregar informes de situación y proponer acciones de comunicación en base a los hallazgos del mismo.
- Preparar y coordinar roadshows*, foros, encuentros y acciones de relacionamiento nivel nacional e internacional, especialmente en la Unión Europea con actores claves, think tanks, académicos, policymakers, instituciones gubernamentales y otros stakeholders relevantes identificados en el mapeo de actores.
    - *Teniendo en cuenta que el Producto 2 (Desarrollo de Estrategia para Eventos de Terceros) ha sido eliminado, Edelman no podrá ejecutar eventos en el ámbito de este contrato. Sin embargo, Edelman continuará apoyando la estrategia para involucrar a actores relevantes tal y como se enfatizó en los Productos 7 y 8. Los compromisos con personas influyentes se discutirán durante la sesión de estrategia. Edelman trabajará en estrecha comunicación con el Ministerio de Relaciones Exteriores para priorizar la ejecución en función de los recursos y en línea con el plan estratégico.*
- Recomendación e identificación de foros y eventos* relevantes donde debe participar Panamá, a través del gobierno o delegaciónn mixta con sector privado.
    - *Edelman puede proporcionar un listado de eventos con sus correspondientes recomendaciones. Sin embargo, dado que el Producto 2 ha sido eliminado, no estaremos en disposición de ejecutarlo.*
- Proponer la participación de Panamá en eventos relevantes que coadyuven a fortalecer la marca, imagen y reputaciónn de Panamá (reuniones bilaterales, visitas oficiales, eventos industriales y comerciales, reuniones virtuales, entre otros).
- Desarrollar e implementar un plan de Crisis y respuesta rápida, acompañado de su respectivo manual de crisis de comunicación. Se deberá dictar un taller de manejo de temas, incluyendo ejercicios de scenario planning, donde los equipos discutan los problemas potenciales que puedan afectar y los canales en los cuales pueden ser cuestionados o atacados, y respuestas apropiadas para cada escenario identificado.
- Organizar giras de negocios y de medios* hacia Panamá para conocer, reunirse y/o entrevistar a actores gubernamentales claves, visitar compañías que han invertido en Panamá y los beneficios de invertir en el país.
    - *Para ello, Edelman identificará organizaciones relevantes y proporcionará a los representantes del Gobierno de Panamá con los mensajes y puntos de discusión necesarios. Edelman facilitará las reuniones, pero no actuará en nombre del Gobierno de Panamá sin sus representantes. La ejecución de giras de medios no podrá ser incluida en el presente presupuesto.*
- Proponer y ejecutar actividades de desarrollo y fortalecimiento de reputación tanto en Bruselas, como en los países o ciudades donde se identifique es necesario mejorar la percepción país.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

- Coordinar la estrategia de manejo reputacional y de crisis ante GAFI, OCDE, la Unión Europea desde su oficina de Bélgica y Francia.
- Identificar próximos hitos y varios ángulos de historias para lanzar que pueden ser en forma de entrevistas, escritos autorizados por actores claves.

Desde la línea base, se medirá el progreso al mediano y largo plazo. Y la evaluación* se basará en los siguientes criterios:

Análisis Cuantitativo del volumen de coberturas positivas en Medios sobre Panamá, y el Gobierno en los más influyentes medios y cadenas impresas, televisivas y en línea a nivel mundial.
Análisis cualitativo de la actitud de líderes de opinión claves (KOLs) hacia la administración de Panamá.
El análisis cuantitativo y cualitativo para medir progreso a través de 3 mercados y 3 pilares: Unión Europea (principalmente Francia, Bélgica, España, Alemania, Italia, Portugal, Austria, Grecia), Reino Unido y Estados Unidos.
Sobre estos 3 pilares: Reforma, Socios y destino de negocio e inversión.

- Realizar una encuesta internacional a legisladores, comisionados y opinión pública para medir cómo ven a Panamá y el progreso que el gobierno ha hecho.

- **La ejecución de análisis cuantitativo y cualitativo, así como la encuesta internacional a legisladores no están incluida en el ámbito de este trabajo debido al presupuesto. Sin embargo, Edelman podrá desarrollar evaluaciones preliminares basadas en un análisis de cobertura de medios, así como en el feedback compartido por los stakeholders. La realización de encuestas cualitativas y cuantitativas en varios mercados tienen un costo prohibitivo y no se pueden realizar dentro del presupuesto actual. Edelman trabajará en estrecha colaboración con el Ministerio de Relaciones Exteriores para identificar y acordar un marco de medición que refleje mejor los niveles presupuestarios existentes y se le informará sobre la base de las prioridades identificadas durante la sesión de estrategia.*

7. A fin de lograr los objetivos establecidos bajo cada Producto, Edelman realizará las actividades de comunicación en el listado que se detalla a continuación. Las actividades que no están incluidas deberán ser consideradas como gastos extras y cubiertas, si fueran necesarias, con un presupuesto adicional:

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Al servicio de las personas y las naciones

Producto 1- Diseño del Plan Estratégico I. Sesión de Planificación Estratégica: tendrá lugar de forma virtual y contará con la participación de un máximo de 5 miembros del equipo Edelman II. Desarrollo de Narrativa: Narrativa clave de Panamá, preguntas y respuestas criticas III. Estrategia comunicacional y política: Enfoque estratégico que guiara la ejecución del programa a corto, mediano y largo plazo IV. Identificación de actores relevantes e influenciadores: Identificación de los 50 interlocutores más relevantes para avanzar el Plan Misión Panamá en los Estados Unidos, la Unión Europea y el Reino Unido V. Planes para generar interés de los medios, tanto los ganados como los sociales y de contenido: Enfoque para el Desarrollo y la ejecución de dichos planes. Esto incluye la estrategia de vocerías. VI. Análisis situacional: análisis mediático y de los desafíos reguladores y políticos a los que Panamá se está enfrentando relevantes a este programa.	$127,500
Producto 3- Desarrollo de estrategia y planificación de cobertura de medios I. Desarrollo de relaciones con los medios de forma continua en los Estados Unidos, la Unión Europea y el Reino Unido (10 meses): Implementación de la "Panama Newsroom"; desarrollo e identificación de ángulos mediáticos; relaciones con los medios y facilitación de entrevistas; desarrollo de un máximo de diez (10) materiales para los medios en inglés (comunicados de prensa, recomendaciones de prensa, fichas técnicas, declaraciones, etc.); desarrollo y publicación de tres (3) artículos de opinión.	$191,250
Producto 4- Diseño y Desarrollo de Manual de Crisis y soporte en gestión de Crisis I. Informe cuatrimestral de seguimiento: Dos (2) informes cuatrimestrales siguiendo los 3 pilares identificados y los subtemas relevantes para evaluar la reputación de Panamá en los Estados Unidos, el Reino Unido y la Unión Europea, y evaluar contra los indicadores clave de rendimiento. El análisis se realizará en inglés, español, alemán y francés (en base a la investigación de base). Un informe por cuatrimestre cubriendo los medios tradicionales y los medios sociales. El ámbito de trabajo incluye el que un analista de EI monitoree la cobertura 24/7 con un enfoque "always on". Esto permitirá una rápida respuesta si fuera necesaria. II. Manual de estrategia de crisis: Un documento que incluye la planificación de escenarios, el protocolo a seguir en caso de crisis y los mensajes de crisis. III. Taller de crisis: Un taller (virtual con un máximo de 8 representantes del Ministerio de Asuntos Exteriores de Panama para formarles en materia de identificación de crisis y mejorar de la capacidad de gestión de crisis. IV. Consejero de Crisis: Consejero Senior para el Ministerio de Asuntos Exteriores durante 10 meses, según permita el presupuesto.	$127,500
Producto 5- Desarrollo de la Estrategia de comunicación digital y Medios sociales I. Estrategia *Digital: Mapeo y creación del ecosistema digital*, arquitectura social, planificación de contenidos, y manual para redes sociales.	$191,250

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Al servicio de las personas y las naciones

II. implementación de plataformas y herramientas: Desarrollo creative, implementación de redes sociales y perfiles, instalación de herramientas para la gestion de contenidos.
III. Ejecución mensual de estrategia de redes: producción y publicación de contenidos, community management, evaluación y desarrollo de reportes.

Producto 6- Hub Interactivo y Newsletter Mensual — $127,500

I. Hub Interactivo: Desarrollo de estrategia de producción, incluye aspectos técnicos, evaluación, ideación creativa, arquitectura de información, diseño UX, diseño UI; Desarrollo incluye: plantillas front-end y back-end; instalación de plataforma CMS, construcción del hub.
II. Contenido para lanzamiento: Contenido editorial, ilustraciones e imágenes.
III. Desarrollo de contenidos: Contenido para la campana, desarrollo de artículos
IV. E-Newsletter: Desarrollo creativo, distribución vía sistema de gestión CRM.

No incluye plataforma de hosting o de gestión de datos, publicidad, herramientas de monitoreo/analíticas; fotografía de stock solamente. Edelman desarrollará una estrategia de producción que incluye componentes técnicos y de diseño para lanzar un centro interactivo robusto, incluido el desarrollo de contenido. Esto no incluye otros elementos del centro, como alojamiento o administración de datos, publicidad pagada o herramientas analíticas. Edelman es flexible y está dispuesto a revisar nuestro enfoque para el Entregable No. 6 en función de las necesidades y prioridades identificadas durante la sesión de estrategia.

Producto 7- Desarrollo de Estrategia comprensiva y omnicanal — $191,250

I. Relacionamiento con públicos clave: Desarrollo de estrategia omnicanal con los 50 interlocutores más relevantes para avanzar el Plan Misión Panamá, incluye soporte para reuniones, eventos y medios; implementación de la estrategia de relacionamiento en EEUU y la UE; desarrollo de herramienta de seguimiento y evolución de resultados.

Producto 8: Desarrollo de Estrategia y Plan de asuntos públicos — $318,750

I. Desarrollo de estrategias de manejo político y apoyo dirigidas a organizaciones internacionales: Desarrollo de estrategias de manejo político dirigidas a la UE, la OECD, y GAFI; desarrollo de planes de apoyo en determinados temas; apoyo en la implementación de los planes de apoyo en la UE (Bruselas y Francia y otros países dependiendo de las necesidades y recursos), Estados Unidos y el Reino Unido. Esto podría incluir (según el análisis de situación, la estrategia y los objetivos) en programas de relacionamiento con interlocutores y eventos con influencers.

COSTO TOTAL — **$1,275,000**

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Al servicio de las personas y las naciones

8. Luego del ajuste sobre los alcances de los servicios y productos debidamente verificados por personal en representación de Daniel J. Edelman Inc., personal del PNUD y del Ministerio de Relaciones Exteriores, se confirma estar de acuerdo con los ajustes realizados y poder realizar los servicios objeto de este proceso de adquisición por el monto de **USD 1,275,000.00 (Un Millón Doscientos Setenta y Cinco Mil dólares con 00/100).**

Sí Ud. está de acuerdo con los términos y condiciones del Acta de Negociación según lo redactado en el presente documento, favor rubrique cada página y devuelva el documento del Acuerdo, debidamente firmado y fechado.

Hoy, 24 de septiembre de 2020.

Por PNUD

Berta Bonilla
Analista de Adquisiciones
PNUD

Fanny Pérez
Asociada de Adquisiciones
PNUD

Annie Ramos
Asociada de Programas
PNUD

Por Daniel J. Edelman Inc.

Jere Sullivan
Chairman Global Public Affair

Debora Murray
Senior Vice President International Public Affair

Julio Valeriano
Vice President, International Public Affairs

Amaia Betelu
Director Public Affairs (Brussels)

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Al servicio de las personas y las naciones

Por *Ministerio de Relaciones Exteriores*

Adriana De Diego
Asesora Despacho Superior

Acordado y aceptado:

Firma:
Representante Legal

Fecha: 25 de septiembre de 2020

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM
DocuSign Envelope ID: B8F7CDED-A405-41B7-AE96-1CF86F1D830D

Al servicio
de las personas
y las naciones

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

United Nations Development Programme

Empowered lives.
Resilient nations.

GENERAL TERMS AND CONDITIONS FOR

CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. **LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" 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 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract 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 subcontractors 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.

2. **OBLIGATIONS OF THE CONTRACTOR:**

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the "Goods") and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP 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.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 **FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract 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 Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 **COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its nonacceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.,* a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the

Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself,

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

entitle the Contractor to claim any delays in the performance, or to assert any excuses for the nonperformance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract

shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 **DELIVERY OF GOODS:** The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract

(including, but not limited to, in any "INCOTERM 2020" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 **INSPECTION OF THE GOODS:** If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 **PACKAGING OF THE GOODS:** The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 **TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM 2020" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 **WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 **ACCEPTANCE OF GOODS:** Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 **REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or,*

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 **TITLE:** The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The Contractor shall indemnify, defend, and hold and save harmless, UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or,*

12.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of

UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNDP under the Contract 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 Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP 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 Contract.

16.3 At the request of UNDP, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract.

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

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

18.1 The Recipient shall:

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

18.1.1 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*,

18.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

18.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser's prior written consent; *and*,

18.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, 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 Contract, *provided that,* for these purposes a controlled legal entity means:

18.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*, 18.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

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

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient 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 Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

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

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

19.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20,

"Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such

Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or,*

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or nonlegal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 **AMICABLE SETTLEMENT**: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

23.2 **ARBITRATION**: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 23.1, 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 Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

25. TAX EXEMPTION:

25.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

25.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, postpayment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the

discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post- employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at https://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html

In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. **OBSERVANCE OF THE LAW**: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. **CHILD LABOR**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

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

35. **SEXUAL EXPLOITATION:**

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

36. **ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

1267 (1999). The list can be accessed via https://www.un.org/securitycouncil/content/unscconsolidated-list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM

Received by NSD/FARA Registration Unit 11/06/2020 5:32:36 PM