ANNEX 2: GENERAL TERMS AND CONDITIONS FOR PARTNER AGREEMENTS

1. **LEGAL STATUS:** The Partner shall have the legal status of an independent contractor *vis-à-vis* UN Women and nothing contained in or relating to the Agreement shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or sub-contractors 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. **THE PARTNER'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUB-CONTRACTORS:** The Partner shall be responsible for the professional and technical competence of the employees, personnel and sub-contractors it assigns to perform work under this Agreement and will select reliable and competent individuals who will be able to effectively perform the obligations under this Agreement and who, while doing so, will respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

3. **ASSIGNMENT:** The Partner may not assign, transfer, pledge or make any other disposition of the Agreement, of any part of the Agreement, or of any of the rights, claims or obligations under the Agreement except with the prior written authorization of UN Women. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN Women. Except as permitted with respect to sub-contractors, the Partner shall not delegate any of its obligations under this Agreement, except with the prior written consent of UN Women. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN Women.

4. **SUB-CONTRACTING/SUB-PARTNERING:**

Sub-contracting: The Partner may use the services of sub-contractors to partially perform the Work under this Agreement. The Partner shall select any sub-contractor in accordance with its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women and by giving due consideration to the principles set forth in Article VI, Section 2 of this Agreement. The Partner shall at all times be responsible and liable for the performance of its sub-contractors as if the Partner had performed the Work itself and the Partner shall always remain responsible for performing the Work and achieving the Results. UN Women may, in its sole discretion, withdraw this approval to subcontract in general or in a specific case. Such withdrawal shall be in writing and shall provide the Partner with reasonable time to terminate its agreement with sub-contractor/s. No provision in the agreements between the Partner and its sub-contractors shall constitute a contractual bond between UN Women and the sub-contractor. The Partner shall immediately inform UN Women of the name/s of its sub-contractors and sub-contractors' sub-contractors. The Partner shall ensure that each sub-contractor agrees in writing to be bound by the terms and conditions of this Agreement relevant to the portion of the work or services to be performed by such sub-contractor.

Sub-partnering: The Partner may use sub-partners to partially perform the Work under this Agreement. The Partner shall select any sub-partner in accordance with its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women and by giving due consideration to the principles set forth in Article VI, Section 2 of this Agreement. The Partner shall at all times be responsible and liable for the performance of its subpartners as if the Partner had performed the Work itself and the Partner shall always remain responsible for performing the Work and achieving the Result. UN Women may, in its sole discretion, withdraw this approval to sub-partner in general or in a specific case. Such withdrawal shall be in writing and shall provide the Partner with reasonable time to terminate its agreement with sub-partner/s. No provision in the agreement between the Partner and its sub-partner shall constitute a contractual bond between UN Women and the sub-partner. The Partner shall immediately inform UN Women of the name/s of its subpartners and sub-partners' sub-partners. The Partner shall ensure that each sub-partner agrees in writing to be bound by the terms and conditions of this Agreement relevant to the portion of the Work to be performed by such sub-partner.

5. **OFFICIALS NOT TO BENEFIT:** The Partner warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN Women any direct or indirect benefit arising from or related to the performance of the Agreement or of any other contract with UN Women or for any other purpose intended to gain an advantage for the Partner or otherwise act contrary to any applicable code of conduct or anti-fraud policy. The Partner agrees that breach of this provision is a breach of an essential term of this Agreement.

6. **OBSERVANCE OF THE LAW**: The Partner shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement.

7. **INDEMNIFICATION:** The Partner shall indemnify, hold and save harmless, and defend, at its own sole expense, UN Women, its officials, agents, servants and employees from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, brought by any third party against UN Women including all litigation costs and expenses, attorney's fees, settlement payments and damages based on, arising from or relating to any acts or omissions of the Partner, or Partner's employees, officers, agents or sub-contractors, in the performance of this Agreement, which give rise to legal liability to anyone not party to the Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Partner, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.

8. **ENCUMBRANCES/LIENS**: The Partner 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 UN Women against any monies due to the Partner or that may become due for any work done or against any goods supplied or materials furnished under the Agreement, or by reason of any other claim or demand against the Partner or UN Women.

9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

9.1 Except as is otherwise expressly provided in writing in the Agreement, UN Women 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 Partner has developed for UN Women under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. The Partner acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN Women.

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

9.3 At the request of UN Women, the Partner shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN Women in compliance with the requirements of the applicable law and of the Agreement.

9.4 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 Partner under this Agreement shall be the property of UN Women, shall be made available for use or inspection by UN Women at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN Women's authorized officials on completion of work under the Agreement.

10. USE OF UN WOMEN'S NAME AND LOGO:

10.1 The Partner may use the UN Women name or logo without the UN emblem, only in direct connection with the Work. The Partner's use shall be limited to recognizing association with UN Women in the Partner's materials in the following format: "[An Implementing Partner] [A Responsible Party] of UN Women". The Partner shall, on all deliverables produced by the Partner as part of the Work (publications, brochures, videos, knowledge products, CDs, or other deliverable), include the UN Women logo without the UN emblem in smaller size, preferably at the bottom, after the line "Funded by" or "Supported by". If the UN Women logo is used together with other images, the Partner shall ensure that such other images are appropriate and not in any way reflects negatively on UN Women. UN Women has the right to review any material and deliverable that includes the UN Women name or logo before it is published. The Partner shall immediately stop publishing the material or deliverable, upon written requests by UN Women.

10.2 UN Women may, in its sole discretion, permit the Partner to use UN Women's official logo (which includes the UN emblem) with the prior written approval of UN Women.

10.3 UN Women may use the logo of the Partner on any of UN Women's materials but is under no circumstances obliged to do that. It is at the discretion of UN Women to do so when it is considered beneficial to UN Women.

10.4 The Partner acknowledges that it is familiar with UN Women's ideals and objectives and recognizes that its name and logo may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UN Women.

11. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

11.1 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 change if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The affected Party shall also notify the other Party of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. Not more than fifteen (15) calendar 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 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 Agreement.

11.2 If the Partner is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, UN Women shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 12, "Termination", except that the period of notice shall be seven (7) calendar days instead of thirty (30) calendar days. In any case, UN Women shall be entitled to consider the Partner permanently unable to perform its obligations under the Agreement in case the Partner is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) calendar days.

11.3 *Force majeure* as used in this Article 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 force or nature, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party concerned.

11.4 The Partner acknowledges and agrees that, with respect to any obligations under this Agreement that the Partner shall perform in any areas in which UN Women is engaged in, preparing to engage in, or

disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under this Agreement.

12. SUSPENSION/TERMINATION:

12.1 UN Women may, suspend or terminate the Agreement for any reason by giving sixty (60) calendar days' written notice to the Partner.

12.2 Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:

a. if a Party has breached its obligations under this Agreement and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and,

b. if a Party cannot meet its obligations under this Agreement.

12.3 UN Women may also suspend or terminate this Agreement with immediate effect by giving written notice to the Partner in the following situations:

a. if the implementation of Work has not commenced within a reasonable time;

b. If the Partner or any of its employees, personnel, sub-contractor or sub-contractor's sub-contractor engage or has engaged in fraud, Sexual Exploitation, Sexual Abuse or other wrongdoing, as determined solely by UN Women;

c. If the Partner fails to take preventive measures against Sexual Exploitation and Sexual Abuse or fails to take corrective action if Sexual Exploitation or Sexual Abuse has occurred;

d. if the Partner 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; the Partner is granted a moratorium or a stay, or is declared insolvent; the Partner makes an assignment for the benefit of one or more of its creditors; a Receiver is appointed on account of the insolvency of the Partner; the Partner offers a settlement in lieu of bankruptcy or receivership; in which case the Partner shall immediately inform UN Women of the occurrence of any of the above event and shall provide UN Women with any information pertinent thereto;

e. if the Partner or any of its employees, personnel, sub-contractor or sub-contractor's sub-contractor fails to report to UN Women or to investigate allegations of fraud, Sexual Exploitation and Sexual Abuse or other wrongdoing;

f. if UN Women's funding is decreased, curtailed or terminated; and,

g. if the Partner otherwise has substantively breached its obligations under this Agreement.

12.4 The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its Work in an orderly manner so that continued expenses are kept to a minimum, including but not limited to terminating all subcontracts and orders or agreements for materials, services or facilities and take any other action that may be necessary, or that the UN Women 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 Agreement that is in the possession of the Partner and in which UN Women has or may be reasonably expected to acquire an interest.

12.5 Immediately upon sending or receiving a notice of termination, UN Women will cease disbursement of any funds under this Agreement and the Partner shall not make any forward commitments, financial or otherwise, in connection with this Agreement.

12.6 Article IX of the agreement document, "COMPLETION OF THE WORK" applies to the Partner when the Agreement is terminated in accordance with this Article.

13. EVALUATION: UN Women and its authorized representatives have the right to conduct evaluations of the Work according to such standards, scope, frequency and timing as decided by UN Women, during the term of the Agreement**.**

14. RIGHT TO CONDUCT AUDITS, SITE/FIELD VISITS, SPOT CHECKS AND INVESTIGATIONS OF FRAUD ETC:

14.1 Right to conduct audits, site/field visits, spot checks and investigations of fraud etc.:

a. UN Women and its authorized representatives have the right to conduct audits, field/site visits, spot checks and investigations into fraud, Sexual Exploitation, Sexual Abuse and other wrongdoing according to such standards, scope, frequency and timing as decided by UN Women, during the term of the Agreement and for a period of seven (7) years following the expiration or premature termination of the Agreement.

b. If the Partner is a government entity, UN Women at the request of the Government, may agree that audit/s shall be conducted by the Government's supreme audit institution.

c. The Partner shall at its own expense make its records available for audit, inspections for site/field visits and spot checks and investigations by UN Women, its investigative service and its authorized representatives. Such records shall be made available to UN Women, its investigative service and its authorized representatives in hard copy and easily viewable electronic format at the Partner's office where the majority of the records are housed unless otherwise stipulated by UN Women, its investigative service or its authorized representatives. The Partner shall make all such records available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If the previously mentioned schedule significantly interferes with the Partner'**s** operations, the Partner shall in writing offer an alternative 40 hours of availability per standard week. In the event that no such location is available, then such records, together with the documents supporting the Partner's expenditure, shall be made available for audit, inspection for site/field visit, spot check or investigation at a time and location that is convenient for UN Women, its investigative service or authorized representative. The Partner shall provide UN Women, its investigative service and its authorized representatives reasonable workspace, electricity, lighting, water, restroom facilities, Internet access and other relevant facilities and equipment. UN Women, its investigative services and its authorized representatives shall have the right to examine and to make and retain copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Partner and those kept by the Partner's employees, personnel, agents, other advisors and sub-contractors.

d. The Partner shall make available a responsible party with the authority and ability to respond to all questions, assist in document interpretation, and authorize requests for information.

e. The Partner shall provide its full and timely cooperation in good faith with any such audit, site/field visit, spot check or investigation, which shall include the Partner's obligation to make available the Partner's current and former employees, personnel, agents, other advisors and sub-contractors and make available any site or premises where the Work is performed.

f. If any necessary and supporting documentation is not properly maintained and available for review, or was lost or prematurely destroyed, UN Women may stop any further payment under the Agreement. In addition, UN Women may ask for a refund of amounts not covered by supporting documentation or in the case of Property not covered by an inventory report and the Partner shall pay such amount within thirty (30) calendar days of receipt of the refund request from UN Women.

g. Costs of any audits, site/field visit, spot check or investigation conducted hereunder shall be for the account of the Work and shall be included in the budget and work plan if not otherwise stated in the Agreement or unless the audit, site/field visit, spot check or investigation identifies unsupported expenditure, fraud or other wrongdoing or non-performance issues. In such cases, the Partner shall reimburse UN Women for the total costs of the audit, site/field visit, spot check or investigation of fraud or other wrongdoing. In addition, the Partner shall repay the amount identified in an audit, site/field visit, spot check or investigation as expenditure unsupported by documentation, originated in fraud, other wrongdoing or non-performance. The Partner shall reimburse such costs and repay such amount within thirty (30) calendar days of receiving a request for reimbursement or repayment from UN Women.

h. In the event that an audit is conducted hereunder by auditors authorized by UN Women, UN Women or the auditors shall provide a copy of the final audit report to the Partner. In the event that the audit is conducted by the Government's supreme audit institution, the Partner shall provide a copy of the final audit report to UN Women immediately. The Partner hereby consents to the disclosure by UN Women, if UN Women determines that such disclosure is appropriate, of audit reports to any third party that provided financing or co-financing to UN Women towards the Work.

14.2 Additional provisions applicable for site/field visits and spot checks:

In addition, to what is stated under Article 14.1 above, the Partner shall at any time and frequency requested by UN Women, allow UN Women to observe or participate in the Work. The Partner shall provide UN Women access to any site where the Work is performed. Moreover, the Partner shall provide UN Women with any participant lists or statistics relating to the Work immediately upon UN Women's request. The Partner shall fully and timely participate and cooperate in good faith with any interviews requested by UN Women at the site/field visit or spot check.

14.3 Additional provisions applicable for fraud, Sexual Exploitation, Sexual Abuse and other wrongdoing and duty to report:

a. In addition to what is stated under Article 14.1 above, UN Women, its investigative service and its authorized representatives shall have the right to conduct investigations of any alleged fraud, Sexual Exploitation, Sexual Abuse and other wrongdoing by the Partner, or any of its employees, personnel, sub-contractor or sub-contractor's sub-contractor as these allegations relate to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, or the operations of the Partner generally relating to the performance of this Agreement at any time during the term of the Agreement and for a period of seven (7) years following the expiration or premature termination of the Agreement.

b. The Partner has a duty to report to UN Women's investigative service any alleged fraud, Sexual Exploitation, Sexual Abuse or other wrongdoing as these allegations relate to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, or the operations of the Partner generally relating to the performance of this Agreement, of which the Partner has been informed or has otherwise become aware, within one business day. The duty to report is fulfilled if the Partner has reported the wrongdoing in one of the ways described on UN Women's website (unwomen.org/About us/Accountability/Reporting wrongdoing).

c. The Partner shall properly and without delay investigate any alleged fraud, Sexual Exploitation, Sexual Abuse or other wrongdoing as these allegations relate to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, or the operations of the Partner generally relating to the performance of this Agreement, of which the Partner has been informed or has otherwise become aware. (It is understood, however, that any investigation conducted by the Partner shall be without prejudice to the right of UN Women to conduct investigations.) If so requested, the Partner shall keep UN Women informed during the conduct of the investigation, without prejudice to the due process rights of any persons concerned. Following the conclusion of the investigation by the Partner, Partner shall if requested promptly provide a copy of the investigation report to UN Women, without redactions, edits or omissions. Upon request, Partner shall provide relevant evidence to UN Women for examination and further use by UN Women as deemed necessary solely by UN Women. UN Women may decide that the obligation on the part of the Partner under this clause to conduct an investigation shall not apply if an investigation is being or has been conducted by competent national authorities. In the event that competent national authorities are conducting or have conducted the investigation, Partner shall assist UN Women and take all necessary steps, to the extent legally possible, for UN Women to obtain information on the status and outcome of the investigation, including disclosure of a copy of the relevant investigation report.

15. **ASSESSMENTS:** UN Women and its authorized representatives have the right to conduct assessments of the Partner according to such standards, scope, frequency and timing as decided by UN Women, during the term of the Agreement. Such assessment includes but is not limited to assessment of the Partner's capacity and internal control framework. Article 14.1 c, d and e. shall apply to such assessment.

16. **REMEDIES CUMULATIVE:** Except as otherwise provided herein, no remedy conferred by any of the specific provisions of this Agreement or otherwise available to a Party is intended to be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy available hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

17. **CHILD LABOR:** The Partner represents and warrants that neither it, its parent entities (if any), nor any of the Partner'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.

18. **MINES:** The Partner represents and warrants that neither it, its parent entities (if any), nor any of the Partner'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.

19. **AUTHORITY TO MODIFY:** No modification or change shall be valid and enforceable against UN Women unless provided by a valid written amendment to the Agreement signed by duly authorized representatives of the Parties.

20. **NO SUPPORT TO TERRORISM:** Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Partner is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Partner recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. The Partner will use all reasonable efforts to ensure that the funds received under this Agreement is not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Agreement, the Partner determines that the funds received by the Partner under this Agreement may have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime it will as

soon as it becomes aware of it inform UN Women and undertake any response UN Women deems appropriate.

21. SETTLEMENT OF DISPUTES:

21.1 AMICABLE SETTLEMENT WHEN THE PARTNER IS NOT A GOVERNMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

21.2 ARBITRATION WHEN THE PARTNER IS NOT A GOVERNMENT: Any dispute, controversy, or claim between the Parties arising out of this Agreement or the breach, termination, or invalidity thereof, unless settled amicably under the preceding paragraph, within sixty (60) calendar days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 "Interim measures" and Article 34 "Form and effect of the award" of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") 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.

21.3 AMICABLE SETTLEMENT WHEN THE PARTNER IS A GOVERNMENT: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement.

21.4 ARBITRATION WHEN THE PARTNER IS A GOVERNMENT: Any dispute, controversy or claim between the Parties arising out of this Agreement which is not settled amicably in accordance with the foregoing paragraph shall at the request of either Party be submitted to a tribunal of three arbitrators ("the Tribunal"). Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 calendar days of the appointment of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.

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