**V. Copyright, Patents and Other Proprietary Rights:**

5.1 UNCDF is custodian of copyright, patents and other proprietary rights. Except as is otherwise expressly provided in writing in the Agreement, the UNCDF 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 RECEPIENT INSTITUTION has developed for the UNCDF 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, and the RECIPIENT INSTITUTION acknowledges and agrees that such products, documents and other materials constitute works made for the UNCDF. In line with the public good nature of the UNCDF, UNCDF will place all the deliverables for publication specified in the public domain with the intent that they can and should be freely and widely used by other parties and the RECIPIENT INSTITUTION shall not be excluded from the ability to use such deliverables on the same basis as other external parties.

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

5.3 At the request of the UNCDF; the RECIPIENT INSTITUTION shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNCDF in compliance with the requirements of the applicable law and of the Agreement.

5.4 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 RECIPIENT INSTITUTION under the Agreement shall be the property of the UNCDF, shall be made available for use or inspection by the UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Agreement.

**VI. Use of Name, Emblem or Official Seal of UNCDF or the United Nations:**

6.1 The RECIPIENT INSTITUTION shall not advertise or otherwise make public the fact that it is a RECIPIENT INSTITUTION with UNCDF without the express written consent of UNCDF, nor shall the RECIPIENT INSTITUTION, in any manner whatsoever use the name, emblem or official seal of UNCDF or The United Nations, or any abbreviation of the name of UNCDF or United Nations in connection with its business or otherwise.

6.2 However, the RECIPIENT INSTITUTION may represent in the course of the activities necessary to produce these results and in general that it has been appointed by UNCDF to complete the activities and deliverables specified in this agreement; provided that the RECIPIENT INSTITUTION or any party associated with it may not make any public announcement to this effect until UNCDF has issued an announcement.

6.3 The RECIPIENT INSTITUTION shall have no ability to make any representations which bind UNCDF other than in the direct course of delivering the specific results indicated here.

6.4 While all publications resulting from this Agreement shall follow the template and format to be defined by UNCDF, the authorship of RECIPIENT INSTITUTION, including specific members of the RECIPIENT INSTITUTION’s consortium shall be acknowledged in each publication.

**VII. Confidential Nature of Documents and Information:**

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

7.1 The receiver (“Receiver”) of such information shall 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, use the Discloser’s Information solely for the purpose for which it was disclosed.

7.2 Provided that the Receiver has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Agreement and this Article 8, the Receiver may disclose Information to any other party with the Discloser’s prior written consent; and, the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Agreement, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Agreement, provided that, for these purposes a controlled legal entity means:

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

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

7.2.3 for the UNCDF, UNDP and UNV, as associated fund of UNDP.

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

7.4 The UNCDF may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

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

7.6 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement for a period not to exceed 2 years from termination.

 **VIII. General Provisions**

 8.1 This Agreement and the Annexes attached hereto shall form the entire Agreement betweenthe **Recipient Institution,** and the **Grantor**, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

 8.2 The **Recipient Institution** shall carry out all activities described in paragraph 1.1 with due diligence and efficiency and shall have exclusive control over the administration and implementation of those activities. The **Grantor** shall not interfere in the exercise of such control. If in the **Grantor’s** determination the **Recipient Institution** is not carrying out the activities described in paragraph 1.1, the **Grantor** may: (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the **Recipient Institution** as described in paragraph 8.7 below; and /or seek any other remedy as may be necessary. The **Grantor’s** determination shall be binding and conclusive upon the **Recipient Institution** insofar as payments are concerned.

 8.3 The **Grantor** undertake no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the **Recipient Institution**.

 8.4 The rights and obligations of the **Recipient Institution** are limited to the terms and conditions of this Agreement. Accordingly, the **Recipient Institution** and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

 8.5 The **Recipient Institution** shall be solely liable for claims by third parties arising from the **Recipient Institution**’s acts or omissions in the course of performing this Agreement and under no circumstances shall the **Grantor** be held liable for such claims by third parties.

 8.6 Grant funds disbursed to the **Recipient Institution** shall be considered to be the property of the **Grantor** and shall not become the property of the **Recipient Institution** until one or more of the following conditions have been met: (i) the **Recipient Institution** has verifiably complied with all conditions in this grant agreement; (ii) the **Grantor** advises the **Recipient Institution** in writing that it has fulfilled the conditions to the **Grantors’** satisfaction; (iii) the **Grantor** otherwise notifies the **Recipient Institution** in writing that it releases the **Recipient Institution** from any obligation to repay funds. In the case of multiple payments in paragraph 3.1, the Grantor’s approval of a payment shall be considered a notification of fulfillment of conditions for all previous payments. If within ninety (90) days after the end date of the Agreement there has been no written communication from the **Grantor** in regard to the disposition of the funds, the funds shall be considered the property of the **Recipient Institution**. In cases where the above conditions have not been met, the **Grantor** may at its discretion require the **Recipient Institution** to return of some or all of the funds and the **Recipient Institution** has thirty (30) days to comply with this request.

8.7 This Agreement may be terminated by either party before completion of the Agreement by giving thirty-day (30) written notice to the other party. In the case of termination by the **Grantor**, the disposition of funds shall be governed by paragraph 8.6. In case of termination by the **Recipient Institution**, the **Grantor** may at its discretion require the **Recipient Institution** to return all or part of the funds. The **Recipient Institution** has thirty (30) days to comply with this request. If the **Grantor** fails to request the return of funds within ninety (90) days of the termination notice, the funds shall be considered the property of the **Recipient Institution.**

 8.8 The **Recipient Institution** acknowledges that the **Grantor** has made no actual or implied promise of funding except for the amounts specified by this Agreement.

 8.9 No modification of or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

 8.10 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

 The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

 8.11 Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations.