



14 January 2009

Ref.: Contract No. 1 – Development of UN-REDD Programme Online Workspace

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage First Kiss Creative LLC (hereinafter referred to as "Contractor"), to perform services in respect of the development of an online workspace to facilitate knowledge sharing among programme stakeholders in accordance with the following Contract:

1. Obligations of the Contractor

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor nominates the following personnel focal point responsible for delivering services as described below and in keeping with time line noted below:

Ms. Kimberly Koserowski
Title: President & Executive Creative Director
Mailing Address: First Kiss Creative, 83 Fox Hollow Road, Sparta, NJ 07871, USA
E-mail: kkoseroski@firstkisscreative.com
Phone: 201-267-0146

The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this letter;
- b) the Terms of Reference attached hereto as Annex II
- c) the Contractor's breakdown of costs attached hereto as Annex III.

- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Consultants

- 2.1 The Consultants shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract

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2.2 The Consultants shall also provide all technical and administrative support needed in order to ensure timely and satisfactory performance of the Services.

2.3 The Consultants shall submit to UNDP the deliverables specified hereunder according to the following schedule:

DELIVERABLES	DELIVERY DATES
Design & Architecture Phase	January 15
Development & design of content management systems & HTML pages	January 21
Testing & Installation of site on host server	February 1
Training & Documentation	February 15

2.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail to the address specified in 9.1 below

2.5 The Contract 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 the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

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3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of US \$27,500 (Twenty-seven thousand and five hundred United States Dollars).
- 3.2 The price 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.
- 3.3 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 performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

Milestone	Amount	TARGET DATE
Signing of contract	50%	January 15, 2009
Delivery of the fully functional online workspace	50%	February 15, 2009

Invoices shall indicate the services provided and corresponding amount payable

4. Special conditions

- 4.1 No special conditions shall apply.

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5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail or by hand by the Contractor for payment under the Contract to the following address:

BDP/EEG
Attention: Elspeth Halverson
304 East 45th street
FF-9th floor
New York, NY 10017

6. Time and manner of payment

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

- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

NAME OF THE BANK: BANK OF AMERICA

BANK ADDRESS: HOBOKEN OFFICE

ACCOUNT NUMBER: 9483010860

Bank ID NO: 021200339

7. Entry into force. Time limits

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than 15 January 2009 and shall complete the services no later than 15 February 2009.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

- 8.1 Any modification to this Contract shall require an amendment in writing between both parties, duly signed by the authorized representative of the Contractor and Veerle Vandeweyer, Practice Director-Environment & Energy Group-BDP, UNDP.

A handwritten signature in black ink, appearing to be 'K.K.', is located in the bottom right corner of the page.

United Nations Development Programme



9 Notifications

- 9.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

REF: Contract No. 1 – Development of UN-REDD Programme Online Workspace

For UNDP:


Name: Ms. Veerle Vandeweerd
Title: Practice Director-Environment & Energy Group-BDP
Address: 301 East 45th Street, 9th floor, New York, NY 10017
Telephone no.: 212 906 5020
Fax. No.: 212 906 6973


For the Contractor:

Name: Ms. Kimberly Koserowski
Title: President & Executive Creative Director
Address: First Kiss Creative, 83 Fox Hollow Road, Sparta, NJ 07871, USA
Telephone no.: 201-267-0146

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,


Veerle Vandeweerd
Practice Director-Environment & Energy Group
Bureau for Development Policy


Nürane Sadiknova
SDP/PSU

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For First Kiss Creative LLC

Agreed and Accepted:

Signature: Kimberly Koserowski
Name: Kimberly Koserowski
Title: President
Date: 1/15/09