

SMALL CONTRACT FOR SERVICES

Ref. Project 70009 PO#

This Contract is made on 23 April 2009 between the United Nations Office for Project Services (hereinafter referred as "UNOPS"), and First Kiss Creative, a company duly constituted under the laws of USA (hereinafter referred as "Contractor"). In consideration of the promises contained in this Contract and subject to the UNOPS Conditions of Services hereby incorporated by reference as Annex I, the Parties agree as follows:

1. SCOPE The Contractor shall perform services for the online workspace of UN-REDD (hereinafter referred as "Services") as specified in the Terms of Reference ("TOR") attached as Annex II and hereby incorporated by reference. Unless otherwise provided for in this Contract, the Contractor shall furnish all the technical and administrative support, human resources, materials and equipment necessary to complete the Services.

2. PERIOD The Contractor shall commence the performance of the Services the 1st May 2009 and shall complete the services by 31 December 2009.

3. PRICE & PAYMENT In full consideration for satisfactory completion of the Services, UNOPS shall pay the Contractor a maximum contract price of up to **US\$ 9,550 (Nine Thousand Five Hundred Fifty US Dollars)**. 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. Payment will be made as per following schedule upon receipt of the respective milestones together with the required invoice:

<u>MILESTONE</u>	<u>AMOUNT</u>
Upon creation of Contract feature with required invoice	\$1,750
Upon creation of project tracking feature with required invoice	\$4,000
Upon creation of RSS Feed feature for Library & Wiki pages with required invoice	\$1,000
Maintenance fee of \$350 for period May-December (to be paid every 4 months)	\$2,800

4. INVOICES UNOPS shall effect payment to the Contractor upon receipt of the required monthly invoices and the respective clearance from the Equator Initiative Office.



NORTH AMERICA REGIONAL OFFICE

Within ten (10) days of receipt and acceptance of the invoice by UNOPS, payment shall be made to the following Bank account of the Contractor:

BANK NAME: Fleet Boston Financial
Account Number: 9483010860
DFI: FNBBUS33

5. NOTIFICATIONS For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For UNOPS: Roswitha Newels, Director, North America Office, UN - Office for Project Services, The Chrysler Building, 405 Lexington Av. Attention Liliana Izquierdo 5th Floor, New York, NY 10174, Ref 70009 Activity #6 PO#
For the Contractor: Kimberly Soffar, President & Executive Creative Director, First Kiss Creative LLC, 83 Fox Hollow Road, Sparta NJ 07871, ksoffar@firstkisscreative.com

6. SUPERSEDING EFFECT This Contract supersedes all prior oral or written agreements, if any, between the Contractor and UNOPS, constituting the entire agreement with respect to the Service.

In witness of these terms and conditions, the parties execute this Contract.

For and on behalf of UNOPS: For and on behalf of the Contractor:

Signature Name Title Date Margaret Chi Team Leader, Development Group North America Office 23/4/09 Kimberly Sofar President & Executive Creative

ANNEX I - UNOPS CONDITIONS OF SERVICES

1-Contractor's Status In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor its employees are the employees of UNOPS. The Contractor assumes all liabilities or obligations imposed by any law or regulation with respect to such employees. The Contractor shall not have the authority to create any obligation on behalf of UNOPS and shall not represent itself as an agent, employee or in any other capacity of UNOPS. The Contractor shall be responsible for the professional and technical competence of its employees, who shall be expected to respect local customs and conform to a high standard of moral and ethical conduct.

2-Damage to Persons and Property The Contractor shall indemnify and hold harmless UNOPS, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of this Contract.

3-Intellectual Property Rights All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, except pre-existing materials, publicly or privately owned, collected or prepared as a consequence of or in the course of the performance of this Contract, shall become the sole property of UNOPS. The Contractor shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Contractor's performance.

4-Confidentiality All maps, drawings, plans, reports, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of UNOPS, shall be treated as confidential and shall be delivered only to the duly authorized representative of UNOPS on completion of the Services.

5-Advertising The Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed services for UNOPS or use the name, emblem or official seal of UNOPS or the United Nations or any abbreviation of the name of UNOPS or the United Nations for advertising purposes or any other purposes.

6-Modifications Any modification or change to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNOPS.

7-Sub-contracting and Assignment of Contract The Contractor shall not sub-contract the Services or otherwise assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract.

8-Termination UNOPS may terminate this Contract for cause or convenience in the interest of the UNOPS upon not less than fourteen (14) days written notice to the Contractor. Upon termination of this Contract, the Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum. Unless such termination has been occasioned by the Contractor's breach of this Contract, the Contractor shall be entitled to be paid for the part of the Services satisfactorily completed as of the date of termination, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

9-Privileges and Immunities Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNOPS is an integral part.

10-Settlement of Disputes Any controversy or claim arising out of or in connection with provision of this Contract or any breach thereof, shall, unless resolved through direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules then in force. UNOPS and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

ANNEX II
TERMS OF REFERENCE
70009 – UN-REDD Activity #6

The UN-REDD Programme was launched as a collaborative initiative between the UN Environment

Programme (UNEP), the UN Development Programme (UNDP) and the Food and Agriculture

Organization of the United Nations (FAO). The Programme's main aim is to contribute to the

development of capacity for implementing REDD and to support the international dialogue for the

inclusion of a REDD mechanism in a post-2012 climate regime.

The UN-REDD Programme seeks to add the following features to its Online Workspace (www.unredd.net):

- Searchable Contact Database	\$1,750
- Interactive Project Tracker	\$4,000
- RSS Feed for Events & Calendar Entries	\$1,000
- Ongoing technical support/maintenance for 8 months (May-December at a cost of \$350/month)	\$2,800 (*)
TOTAL for services:	\$9,550

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- Monthly maintenance fees will be paid every four months (August and December 2009)
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