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LETTER OF AGREEMENT ("LOA")
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
PUBLIC INSTITUTION ORGANIZATION FOR ENTREPRENEURSHIP DEVELOPMENT
FOR THE IMPLEMENTATION OF RESILIENT COMMUNITIES THROUGH WOMEN EMPOWERMENT PHASE II PROJECT
WHEN UNDP SERVES AS IMPLEMENTING PARTNER

Dear Public Institution Organization for Entrepreneurship Development,

1. Reference is made to the consultations between officials of the United Nations Development Programme ("UNDP") in Moldova and officials of Public Institution Organization for Entrepreneurship Development (the "Responsible Party") with respect to the implementation of the 01002849 Resilient Communities through Women Empowerment, Phase II (the "Project"). The Project Document is attached as Annex A, and may be amended from time to time by the parties thereto (the "Project/Portfolio Document").

2. In accordance with the Project/Portfolio Document and the terms and conditions of this LOA, the Responsible Party shall undertake the activities specified in Annex B (*Description of Activities*) (the "Activities").

3. The Responsible Party shall be fully responsible for carrying out the Activities with due diligence and efficiency, pursuant to the schedule set forth in Annex B (*Description of Activities*) and in accordance with the terms and conditions of this LOA. The Responsible Party shall undertake the Activities in accordance with its financial regulations, rules and other procedures, to the extent they are consistent with UNDP's Financial Regulations and Rules. In the event that the former and the latter are not consistent, the Responsible Party shall follow UNDP's Financial Regulations and Rules.

4. The Responsible Party acknowledges that it may be subject to a capacity assessment as required by UNDP's regulations, rules and policies, including the UNDP's Harmonized Approach to Cash Transfer ("HACT") Policy, to ensure it has the necessary capacity to carry out the Activities and that it is able to manage and report on funds transferred by UNDP appropriately. The capacity assessment will be performed by a qualified third-party service provider selected by UNDP, and

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UNDP will use the results to determine how cash transfers will be made to the Responsible Party. UNDP will discuss the capacity assessment results with the Responsible Party and agree on measures to address any concerns raised. The Responsible Party shall provide its full and timely cooperation for the completion of the capacity assessment. Such cooperation shall include, but shall not be limited to, the Responsible Party'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 the service provider access to the Responsible Party's and its agents' premises at reasonable times and on reasonable conditions, for the purpose of completing the capacity assessment.

5. With respect to the Activities it will implement, and the Project or the Work Plan(s) of the Portfolio deliverables (as applicable) for which it is responsible, the Responsible Party hereby acknowledges that it has read and agrees to be bound, *mutatis mutandis*, by the obligations and agreements set forth in the Project/Portfolio Document and annexes thereto as applicable to the Implementing Partner or any party contracted by the Implementing Partner. These obligations include those set forth in the section entitled "Risk Management", which contains provisions regarding the application of UNDP policies relating to sexual exploitation and sexual abuse, and sexual harassment, as well as social and environmental standards, including grievance mechanisms, prohibition of misuse of funds, fraud and corruption, and anti-money laundering and countering the financing of terrorism.

6. Any information or data provided by the Responsible Party to UNDP for the purpose of entering into this LOA, as well as the quality of the Activities and reports foreseen under this LOA, will conform to the highest professional standards.

7. The Parties shall, on a regular basis, keep each other informed of and consult on matters pertaining to the implementation of the Activities.

Financial Arrangements

8. In accordance with the Project/Portfolio Document, UNDP has allocated and will make available to the Responsible Party funds not to exceed the budget for the Activities as set forth in Annex C (*Schedule of Activities, Facilities and Payments*). The first cash transfer in the amount set forth in Annex C (*Schedule of Activities, Facilities and Payments*) and any subsequent cash transfers shall be made quarterly upon satisfactory submission and acceptance by UNDP of the FACE Form and other agreed-upon documentation referenced in Article 20 (*Reporting*

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Requirements) below. Before approving the cash transfers, UNDP shall ensure that the amounts requested by the Responsible Party are in accordance with the Work Plan.

9. The maximum amount of the budget for the Activities as set forth in Annex C (*Schedule of Activities, Facilities and Payments*) shall not be subject to any adjustment or revision for any reason, including price or currency fluctuations or the actual costs incurred by the Responsible Party in the implementation of the Activities.

10. UNDP shall make all payments to the Responsible Party's bank account indicated below:

Account Name: Public Institution Organization for Entrepreneurship Development
Account Number: MD43VI022240300001236MDL
Bank Name: B.C. „Victoriabank" S.A.
Bank Address: Branch no.3, str. 31 August 1989, No.141
Bank SWIFT Code: VICBMD2X
Bank Code: VICBMD2X
Routing instructions for disbursements: N/A

11. Payments effected by UNDP to the Responsible Party shall not relieve the Responsible Party of its obligations under this LOA or be deemed as acceptance by UNDP of the Responsible Party's performance of the Activities.

12. The Responsible Party shall not make any financial commitments or incur any expenses exceeding the budget for the Activities as set forth in Annex C (*Schedule of Activities, Facilities and Payments*). The Responsible Party shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when the Responsible Party becomes aware that the budget to carry out the Activities as set out in Annex B (*Description of Activities*) is insufficient. UNDP shall have no obligation to provide the Responsible Party with any funds or to make any reimbursement for expenses incurred by the Responsible Party in excess of the total budget as set forth in Annex C (*Schedule of Activities, Facilities and Payments*).

13. UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Project/Portfolio Document or exceeding the maximum amount of the budget for the Activities as set forth in Annex C (*Schedule of Activities, Facilities and Payments*).

14. **Audit:** (a) UNDP may require the Responsible Party to submit to the UNDP Resident

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Representative in Moldova audited annual financial statements and any management letters issued by the auditors. The audit shall be carried out by the auditors of the Responsible Party or by a qualified audit firm engaged by the Responsible Party, which will produce an audit report of the financial statements.

(b) Notwithstanding the above, UNDP shall have the right, in accordance with its Financial Regulations and Rules, to perform an annual audit or a 'once in the lifetime' audit of the Project or the Portfolio (as applicable) or review of the Project/Portfolio-related books and records and to that effect, UNDP shall have full access to the books and records of the Responsible Party. Such audits will be reflected in the annual audit plan prepared by UNDP in consultation with the Responsible Party, and the cost of such audits and reviews shall be charged to the Project or the Portfolio (as applicable). The audits will be performed by auditors selected by UNDP and subject to such standards, scope and frequency as decided by UNDP. The scope of the audits will include the financial transactions and internal controls related to the Activities.

15. Refund: (a) The Responsible Party shall disburse the funds made available to it by UNDP and incur Expenditures in connection with the Activities in accordance with the terms and conditions set forth in this LOA, including the work plan contained in Annex C (*Schedule of Activities, Facilities and Payments*). In the event that the Responsible Party disburses the funds or incurs Expenditures in violation of this LOA, including the work plan, notwithstanding the availability or exercise of any other remedies under this LOA, the Responsible Party shall refund the amounts to UNDP not later than thirty (30) days after the Responsible Party receives a written request for such refund from UNDP. Failing that, UNDP may set off the requested refund amount against any payments due to the Responsible Party under this LOA or otherwise. For the purposes of this LOA, "Expenditures" shall mean any disbursements made and valid outstanding obligations incurred in respect of goods and services rendered.

(b) Unless otherwise agreed in writing by UNDP, the Responsible Party shall return all unspent funds and Income to UNDP within one (1) month of completion of the Activities or termination of this LOA, whichever is earlier.

Personnel

16. In carrying out the Activities, Responsible Party's sub-recipients and other entities involved in the Project or the Work Plan(s) of the Portfolio as contractors or subcontractors and their

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personnel and any individuals performing services for them under this LOA (the "Personnel") shall not be considered in any respect as being the employees or agents of UNDP.

17. UNDP does not accept any liability for claims arising out of acts or omissions of the Responsible Party or its Personnel in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that the Responsible Party and its Personnel may suffer as a result of their work pertaining to the Activities. The Responsible Party shall ensure that all its obligations under this LOA extend to all Personnel.

18. All Personnel shall work under the supervision of the designated official of the Responsible Party. The Personnel shall remain accountable to the Responsible Party for the manner in which assigned functions are discharged.

19. The Responsible Party shall be fully responsible for all activities conducted by each of its Personnel and shall ensure that all its obligations under this LOA extend to the Personnel.

20. Reporting Requirements

(a) With respect to the implementation of the Activities under this LOA, the Responsible Party shall provide to UNDP such progress reports relating to the Activities as may reasonably be required by the Project or the Portfolio manager (as applicable) in the exercise of their duties.

(b) The Responsible Party shall submit a completed FACE Form, which can be accessed under the following link: UNSDG | Funding Authorization and Certificate of Expenditures Form (the "FACE form"), including an Itemized Cost Estimate showing the detailed activity budget and actual expenditures to the UNDP Resident Representative no later than fifteen (15) days after the end of each quarter. All FACE Forms submitted by the Responsible Party shall be approved by the designated authorised official as specified in Annex D (*Specimen Signature Form*). Before approving the disbursement of funds, UNDP shall ensure that cash transfers requested by the Responsible Party are in accordance with the provisions of Annex C (*Schedule of Activities, Facilities and Payments*).

(c) The Responsible Party shall furnish a final report within six (6) months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by the Responsible Party and all relevant records related to the Activities, as appropriate, pursuant to its financial regulations and rules.

(d) UNDP shall have the right, in accordance with its Financial Regulations, Rules and procedures,

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to perform assurance activities related to Project/Portfolio books and records, in accordance with the HACT Policy, to assess the utilisation of funds provided by UNDP and the completeness and accuracy of financial reports submitted by the Responsible Party. The HACT assurance activities will be reflected in the assurance plan prepared by UNDP in consultation with the Responsible Party and will be performed by third-party service providers or UNDP staff. The cost of HACT assurance activities shall be charged to the Project or the Portfolio (as applicable).

21. Maintenance of Records

(a) The Responsible Party shall keep accurate and up-to-date records and documents in respect of all transactions incurred with the funds made available by UNDP to ensure that all transactions conform with the provisions of Annex C (*Schedule of Activities, Facilities and Payments*). Proper supporting documentation shall be maintained for each disbursement, including original invoices, bills, and receipts pertinent to the transaction. The Responsible Party shall keep accurate and up-to-date records and documents of any Income generated with the funds made available by UNDP and shall promptly disclose them to UNDP. The Income shall be reflected in a revised work plan and budget set forth in Annex C (*Schedule of Activities, Facilities and Payments*) and recorded as accrued Income to UNDP. For the purposes of this LOA, "Income" shall mean the interest on the Project or Portfolio funds (as applicable) and all revenue derived from the use or sale of capital equipment and items purchased with funds provided by UNDP or from revenues generated from Project or Portfolio outputs or activities (as applicable).

(b) The Responsible Party shall maintain all records relevant to the entire duration of the Project or the Portfolio (as applicable) for at least seven (7) years following completion of the Project or the Work Plan(s) of the Portfolio (as applicable) or termination of this LOA.

22. Equipment: Equipment furnished by UNDP or procured through UNDP funds will be disposed of in accordance with the requirements of the agreement between UNDP and the Government concerned. In the event of termination of this LOA, any such Equipment will be returned to UNDP within thirty (30) days. For the purposes of this LOA, "Equipment" shall mean any non-consumable supplies, equipment, vehicles, and non-expendable materials financed by UNDP or furnished by UNDP to the Responsible Party under this LOA.

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23. Proprietary Rights: Ownership of patent rights, copyrights, and other similar rights to any discoveries, inventions or works resulting from implementation of the Activities shall vest in UNDP.

24. Confidentiality

(a) Information and data, excluding UNDP Personal Data (as defined in Article 25 (a) below), that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Activities, and that has been designated as confidential at the time of exchange or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, as well as information that the Recipient knows or should have reasonably known from its inherent nature, quality or characteristics that is proprietary or confidential ("Information"), shall be held in confidence by the Recipient and shall be handled as follows:

(b) The Recipient shall:

(i) 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

(ii) use the Discloser's Information solely for the purpose for which it was disclosed.

(c) 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 terms of this LOA, the Recipient may disclose Information to:

(i) any other party with the Discloser's prior written consent;

(ii) the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under this LOA, and employees officials, representatives and agents of any legal entity that it controls, that controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under this LOA;

(iii) for the purposes of Article 24 (c) (ii) above, a controlled legal entity means:

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

(b) a legal entity over which the Party exercises effective managerial control;

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and

(iv) for UNDP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

(d) UNDP may determine that any Information provided by UNDP to the Responsible Party forms part of the property and archives of UNDP within the meaning of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946) (the "General Convention"), and Article II of the General Convention is applicable to all such Information.

(e) The Responsible Party 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 Responsible Party 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.

(f) UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder, or under UNDP's regulations, rules, policies and procedures.

(g) The Recipient shall not be precluded from disclosing Information that the Recipient obtains 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.

(h) These obligations and restrictions of confidentiality shall be effective during the term of this arrangement, including any extension thereof, and shall remain effective following termination or expiration of this LOA.

25. Personal Data

(a) For purposes of this LOA:

(i) "Personal Data" shall mean any information relating to an identified or identifiable individual.

(ii) "UNDP Personal Data" shall mean Personal Data obtained by the Responsible Party from UNDP or generated by the Responsible Party for UNDP in connection with, or related

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to, the performance of the Activities.

(b) With respect to Personal Data that it obtains from the Responsible Party in connection with this LOA, UNDP shall:

(i) apply its own legal framework, including the UNDP Personal Data Protection and Privacy Policy and the UN Personal Data Protection Principles;

(ii) use the same care and discretion to avoid disclosure, publication or dissemination of the Personal Data as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and

(iii) use the Personal Data solely for the purpose for which it was disclosed.

(c) Unless otherwise provided for in this LOA, with respect to UNDP Personal Data, the Responsible Party shall comply with the following at a minimum:

(i) comply with all laws applicable to the Responsible Party;

(ii) apply the UNDP Personal Data Protection and Privacy Policy and the UN Personal Data Protection Principles;

(iii) use the same care and discretion to avoid disclosure, publication or dissemination of the UNDP Personal Data as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and

(iv) use the UNDP Personal Data solely for the purpose for which it was disclosed.

(d) Without prejudice to the generality of Article 25 (c) above, and unless otherwise more specifically provided elsewhere in this LOA, the Responsible Party shall comply with the following at a minimum:

(i) process UNDP Personal Data solely and exclusively in accordance with the requirements of this LOA and shall not use UNDP Personal Data for the Responsible Party's research, marketing, sales, promotional, or any other purposes;

(ii) implement appropriate technical and organizational measures, including appropriate access-control measures, with respect to UNDP Personal Data;

(iii) implement appropriate data security measures to preserve the integrity of UNDP Personal Data and prevent any corruption, tampering, loss, damage, unauthorised access

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and improper disclosure of UNDP Personal Data;

(iv) may disclose UNDP Personal Data only to those of its employees who have a need to know such UNDP Personal Data for purposes of performing obligations under this LOA;

(v) process UNDP Personal Data in a manner that is legitimate, transparent, adequate, accurate, relevant and limited to what is necessary for the performance of the Activities, and ensure that UNDP Personal Data is kept for no longer than is necessary to perform the Activities;

(vi) as and when requested by UNDP, provide access to, correct, delete, refrain from, or restrict processing of UNDP Personal Data;

(vii) upon becoming aware of any data or security breach (including any accidental or unauthorised destruction, loss, alteration, disclosure, access, or unplanned loss of availability) that affects, or may affect, UNDP Personal Data:

(a) immediately notify UNDP in writing;

(b) take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNDP; and

(c) inform and update on a regular basis UNDP of any measures taken by the Responsible Party to address such data or security breach;

(viii) promptly notify UNDP if it believes the performance of the obligations under this LOA or compliance with any UNDP instruction breaches, or might reasonably be considered to breach, any applicable data protection laws or the UNDP Personal Data Protection and Privacy Policy;

(ix) if it receives any complaint, request (including a data subject access request), notice, or communication which relates directly or indirectly to UNDP Personal Data:

(a) immediately notify UNDP;

(b) consult with and follow the instructions of UNDP with respect to handling any such complaint, request, notice or communication; and

(c) provide full cooperation and assistance to UNDP if UNDP elects to respond to such complaint, request, notice, or communication;

(x) return, delete or destroy UNDP Personal Data if so instructed by UNDP in writing,

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and provide evidence of such action to UNDP upon written request;

(xi) destroy any and all UNDP Personal Data 10 years after the date on which this LOA expires or terminates, unless otherwise instructed by UNDP in writing.

(e) Except as provided in Article 25 (d) above, the Responsible Party shall not otherwise transfer, disclose, publish or disseminate UNDP Personal Data without UNDP's prior written consent.

(f) The provisions of this Article 25 shall survive any termination or expiration of this LOA.

26. Indemnity

(a) The Responsible Party shall indemnify, defend, hold and save harmless UNDP and its officials, agents and persons performing services for UNDP from and against all suits, proceedings, claims, demands, losses and liability of any kind, or nature brought by any third party against UNDP.

(b) In addition to the indemnification obligations set forth in this Article 26, the Responsible Party shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 26, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

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

27. Force Majeure

(a) In the event of, and as soon as possible after the occurrence of any cause constituting force majeure, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part,

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to perform its obligations or meet its responsibilities under this LOA, the Parties shall consult on the appropriate action to be taken, which may include suspension or termination pursuant to Article 31 (*Suspension and Termination*) below except that the period of notice shall be seven (7) days instead of thirty (30) days in the event of termination. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), act of government, invasion, revolution, insurrection, terrorism, or any other actions of a similar nature or force, including, among others, pandemics or epidemics affecting either Party's ability to perform hereunder, provided that such acts arise from causes beyond the control and without the fault or negligence of the affected Party

28. Use of the Name, Emblem and Official Seal of UNDP

(a) The Responsible Party shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities and with the prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

(b) The Parties shall cooperate in any public relations or publicity exercises when UNDP considers these to be appropriate or useful.

29. Dispute Settlement

(a) Any dispute, controversy, or claim between the Parties arising out of this LOA, or out of the breach, termination or invalidity thereof ("Dispute") shall be finally settled in the manner set out in this Article 29, which shall be binding on the Parties and shall be the exclusive mode of settlement of the Dispute in accordance with Article VIII, Section 29, of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946).

(b) Any dispute between the UNDP and the Responsible Party arising out of or relating to this LOA, which is not settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration, either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators, the third arbitrator has not been

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appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The arbitrators shall fix the arbitration procedure, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

30. Privileges and Immunities: Nothing in or relating to this LOA shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

31. Suspension and Termination

(a) The Parties hereto recognize that successful implementation and completion of the Activities are of paramount importance and that UNDP may find it necessary to suspend or terminate this LOA or to modify the Activities, should circumstances arise that jeopardise the successful completion of the Project or the Work Plan(s) of the Portfolio (as applicable). The provisions of this Article 31 shall apply to the suspension and termination of this LOA, and the provisions in Article 32 (*Modifications; Notices*) below shall apply to the modification of the Activities.

(b) UNDP shall consult with the Responsible Party if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities. For its part, the Responsible Party shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Responsible Party, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this LOA on the beneficiaries of the Project or the Work Plan(s) of the Portfolio (as applicable).

(c) UNDP may, at any time after the occurrence of the circumstances in question, suspend this LOA by written notice to the Responsible Party without prejudice to the initiation or continuation of any of the measures envisaged in Article 31 (b) above. Notwithstanding Article 31 (a) above, during the period of suspension, no Expenditures may be incurred unless approved in advance by UNDP. UNDP may indicate to the Responsible Party the conditions under which it is prepared to authorize the Activities to resume.

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(d) If the cause of suspension is not rectified or eliminated within fourteen (14) days after UNDP has given notice of suspension to the Responsible Party, UNDP may, by written notice at any time thereafter during the continuation of such cause, terminate this LOA. The effective date of termination under the provisions of this Article 31 (d) shall be specified by written notice from UNDP. Upon receipt of a notice of termination from UNDP under this Article 31, the Responsible Party shall take immediate steps to terminate the Activities under this LOA in a prompt and orderly manner, so as to minimise losses and further Expenditures. The Responsible Party shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under this LOA, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 19 (*Equipment*) above.

(e) Following the termination, in the event UNDP decides to transfer the responsibilities of the Responsible Party for the Activities to another entity, the Responsible Party shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

(f) Notwithstanding the foregoing, UNDP may terminate this LOA at any time without the need to provide cause upon sixty (60) days advance written notice to the Responsible Party.

(g) The Responsible Party may terminate this LOA in cases where a condition has arisen that impedes the Responsible Party from successfully fulfilling its responsibilities under this LOA by providing UNDP with written notice of its intention to terminate the present LOA (i) at least thirty (30) days prior to the effective date of termination if the Project or the Portfolio (as applicable) has a duration of six (6) months or less, or (ii) at least sixty (60) days prior to the effective date of termination if the Project or the Portfolio (as applicable) has a duration longer than six (6) months.

(h) With respect to Article 31 (g) above, the Responsible Party may give notice to terminate the present LOA only after consultations have been held between the Responsible Party and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

(i) In the event of termination by UNDP under this Article 31, UNDP shall only reimburse the Responsible Party for Expenditures incurred by the Responsible Party prior to receipt of the notice of termination. Reimbursements to the Responsible Party under this provision, when added to the amounts previously made available to the Responsible Party by UNDP in accordance with this

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LOA, shall not exceed the maximum amount of funds specified in the budget for the Activities as per Annex C (*Schedule of Activities, Facilities and Payments*).

32. Modifications; Notices

(a) No modification or change in this LOA shall be valid and enforceable against the Parties unless executed in writing and signed by both Parties.

(a) Any notice, request or consent required or permitted to be given or made pursuant to this LOA will be in writing and addressed to Resident Representative Daniela Gasparikova, address: 131, 31 August str., Chisinau, MD-2012.

(b) Any changes to the Project/Portfolio Document which would affect the work being performed by the Responsible Party in accordance with Annex B (*Description of Activities*) shall be concluded through an amendment to the Project/Portfolio Document by the Parties to the Project/Portfolio Document following consultation between UNDP and the Responsible Party.

Miscellaneous

33. For any matters not specifically covered by this LOA, the Parties will ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project/Portfolio Document and any revisions thereof and the respective provisions of the financial regulations and rules of the Responsible Party and UNDP.

34. The arrangements described in this LOA will remain in effect until the end of the Project or the Portfolio (as applicable) or the completion of the Activities, or until terminated in in accordance with Article 31 (*Suspension and Termination*) above.

35. At all times during the performance of the Activities, the schedule of payments specified in Annex C (*Schedule of Activities, Facilities and Payments*) shall remain in effect unless the Responsible Party receives an express written indication to the contrary from UNDP in accordance with Article 32 (*Modifications; Notices*) above.

36. If you are in agreement with the provisions set forth above, please sign and return two copies of this LOA to this office. Your acceptance shall thereby constitute the basis for participation in the implementation of the Project or the Work Plan(s) of the Portfolio (as applicable).

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Daniela Gasparikova
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For and on behalf of UNDP

Daniela Gasparikova

Resident Representative

Date: 19-Aug-2026

Signed by:
Vadim Codreanu
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For and on behalf of the Public Institution Organization for Entrepreneurship Development

Vadim Codreanu

Director

Date: 19-Aug-2026

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ANNEX A

PROJECT/PORTFOLIO DOCUMENT

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United Nations Development Programme

PROJECT DOCUMENT

Republic of Moldova

Project Title: Resilient Communities through Women Empowerment, phase II
Project Number:
Implementing Partner: United Nations Development Program – Republic of Moldova (UNDP)
Start Date: July 2024 End Date: July 2028 LPAC Meeting date: 11 July 2024

Brief Description

According to the vulnerability assessment methodology of ND-GAIN (World Bank, 2016), the Republic of Moldova is classified as the most climate-vulnerable country in Europe. The projected impact of climate change on social, economic, and environmental dimensions is expected to intensify in the medium and long term. [1]

The poverty rate in rural areas in 2019 was 34.5%, three times that in urban areas. A significant part of the rural population works in subsistence agriculture and risks falling below the poverty line, given the ongoing energy and security crisis and extreme climate-related events.

As in many developing countries, women in Moldova often bear the brunt of the impacts of climate change. The loss of crops and livelihoods resulting from climate-related disasters, combined with increased household and caregiving responsibilities, heightens women's vulnerability to climate change. Women-led households cannot always provide the resources and services needed to ensure water, food, and energy supply for their families. Moreover, the rural poor have limited knowledge of sustainable and environment-friendly agricultural and forestry practices that could strengthen communities and ecosystems and help them to adapt and build resilience.

Women in Moldova are also affected by labor migration if they are "left behind" by the migrating spouse. For women in rural areas, they then take on the de facto head of household role, which may include running a family farm. Outmigration from rural areas of mainly the working age population and declining fertility and birth rates have resulted in a greater share of older people residing in small towns and villages.

Older people who live in rural areas are at high risk of monetary poverty because of their dependence on agriculture and lower pensions, as well as poverty associated with limited infrastructure and services. Among village residents that are over the age of 75, women outnumber men by two to one. Older women in rural areas have a high degree of vulnerability and dependency, as result of their longer average lives, lower pensions and social vulnerability that comes with living alone. Rural areas, like the rest of the country, have diverse populations, and gender intersects with other personal identities or characteristics. The Government of the Republic of Moldova has reported on the fact that specific groups of women, including Roma women, women living with HIV and women with disabilities, have not benefited from the same advancements as others.[2]

Women need more support and encouragement to start businesses. Compared to men, women are more reluctant to initiate private enterprises. Given that on average, women possess fewer assets, financial resources and informal support, women entrepreneurs must rely on formal financial schemes, so are more willing to access the funding opportunities through different support programs and development projects. Time poverty severely limits women entrepreneurs. Due to care responsibilities, women are unable to put in more time to make sure their enterprises are well run. On average, a working week for women entrepreneurs is eight hours shorter than for men entrepreneurs. Women are less available to work in the evenings. Time poverty restricts the choices and flexibility of women entrepreneurs and makes them more reluctant to start or expand their enterprises.

Taken together, these factors have made women in Moldova increasingly poorer in recent years. The feminization of poverty – the increasing inequality in living standards between men and women due to a widening poverty gap – is an alarming trend that calls for urgent policy measures. [3]

[1] https://cancelaria.gov.md/sites/default/files/document/attachments/nu-242-mm-2023_0.pdf
[2] https://moldova.un.org/en/192971-national-gender-profile-agriculture-and-rural-livelihoods
[3] https://moldova.un.org/sites/default/files/2022-06/ENG_Gender%20assesment%2028.04.pdf

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While the importance of integrating gender perspectives in climate and disaster reduction programs is generally recognized, the challenge lies in building capacities so that women, who are often more vulnerable to climate impacts than men, can also become agents of transformative change.

UNDP in Moldova plays a predominant role in working with the government in climate change and disaster risk reduction, providing policy planning assistance and guidance, and individual and institutional capacity development, and demonstrating innovative climate and disaster risk reduction solutions, in line with national and global goals, including the SDGs.

With this project, it is planned to address the multifaceted challenge of enhancing gender-responsive climate resilience in Moldova. This challenge is exacerbated by the need to integrate gender considerations into climate policies, empower women leaders, and promote climate-smart solutions for sustainable development.
When it comes to the socio-economic consequences of climate change, it's essential to recognize that women and men experience them differently, influenced by their assigned roles and responsibilities.

For example, loss of income rural women might affect women more strongly than men (especially single women or women who lead households), given their limited opportunities to migrate due to stereotypes prevalent in society. [4]

Gendered vulnerability to climate change in entrepreneurship is also conditioned by powerful informal institutions and socio-cultural norms at household, business, and community levels. These affect all aspects of women entrepreneurs' access to enabling conditions within the business environment by shaping the activities and resources that entrepreneurs, in different social contexts, are allowed, able, or expected to engage in and access. At household levels, the burden of caring for children, running internal family affairs, and meeting household livelihood needs, most often falls on women.

The advancement of gender equality in Moldova is hindered by the persistence of gender norms and subsequent gendered stereotypes. These norms are based on traditional models of how to be a "good" woman or girl and a "good" man or boy, societal expectations, each gender's expectations and support of each other, and their self-confidence to take on non-traditional roles. Traditional gender roles for both women and men limit their opportunities in personal and professional terms, lead to gender-based discrimination and gender-based violence and, finally, affect overall well-being. Often, these gender norms are perpetuated by families, educational institutions, communities, cultures, religious and political leaders, state policies, the private sector, and the media. Comprehensive and transformative gender policies and interventions that focus on diminishing patriarchal power and eliminating gender inequalities are needed.[5]

The new designed project is aligned with the national priorities and is conceptualised to respond to the above-mentioned needs and beyond. Adapting to climate change and taking measures to protect the environment are on the top of the agenda of national and local authorities in the Republic of Moldova, and are also foreseen in the Moldova 2030 National Strategy, by including a strategic objective related to ensuring the fundamental right to a healthy and safe environment6 . As well it will contribute directly to the implementation of the national priorities set in the Government Programme on Gender Equality (2023 – 2027), where women economic empowerment is set as one of the priorities.7 Further on, the project contributes to the country's energy-related objectives, which reside in enhancing domestic energy production and improving the energy affordability.

As a continuation of the Resilient Communities Project, phase I, UNDP Moldova intends: i) to enhance the understanding on climate change and gender empowerment matters, via synergetic engagement of public authorities from both national and local level; ii) to expand the poll of experts on gender&climate nexus through fellowship progammes, knowledge management portal etc. and with participation of the NGOs<and, iii) to foster cooperation among the main local stakeholders – LPAs, community members and women-led businesses which all contribute to addressing the same priority issues identified in the Sustainable Energy and Climate Actions Plans (SECAPS);

[4] https://www.unwomen.org/sites/default/files/Headquarters/Attachments/Sections/Library/Publications/2016/30-Gender-migration-and-development-in-the-Republic-of-Moldova-2016-en.pdf

[5] https://eca.unwomen.org/sites/default/files/Field%20Office%20ECA/Attachments/Publications/2021/12/GEB_Moldova-min.pdf

[6] https://cancelaria.gov.md/sites/default/files/strategia_moldova_2030_redactata_pari.pdf

[7] https://social.gov.md/en/communication/press-news/the-programme-for-promoting-and-ensuring-equality-between-women-and-men-in-the-republic-of-moldova-for-the-years-2023-2027-approved-by-the-government/

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Expected Results:
The project envisions a transformed landscape where climate action and gender equality converge, resulting in stronger communities and enhanced climate resilience. This transformation is driven by a set of expected results:
Outcome 1: Capacities of national and local authorities to advance gender transformative climate change actions are enhanced. This result is achieved through mainstreaming climate and gender into policy frameworks and enabling multi-stakeholder engagement. It ensures that climate and gender considerations are integrated from national to local levels, fostering a comprehensive response to the challenge.
Outcome 2: National and local women's leadership in climate actions is expanded and advanced. The project achieves this by enabling education, capacity-building, and a gender-specific leadership fellowship program. Empowering women as leaders and change-makers in climate adaptation and mitigation efforts is key to fostering inclusive and sustainable development.
Outcome 3: Women led climate-smart solutions are identified, supported and replicated among women groups and target communities. The project supports the implementation of climate-smart activities in households and women-led agri-businesses, fostering sustainable practices and generating economic opportunities. These solutions are grounded in gender-sensitive approaches, enhancing women's resilience and community well-being.
Outcome 4: Women-led climate-smart solutions are disseminated, and societal awareness is raised. The project conducts information campaigns, contributes to development of the gender-sensitive climate change knowledge management portal, and ensures project visibility. By showcasing success stories and engaging multiple stakeholders, the project promotes a culture of climate awareness and gender-sensitive actions.
These expected results collectively address the challenge by integrating gender considerations into policies, empowering women leaders, promoting sustainable practices, and raising climate awareness. Through these outcomes, the project catalyzes positive change, contributing to Moldova's journey towards climate resilience, ender e ualit , and sustainable develo ment.

Contributing Outcome (UNSDCF, CPD, RPD):
Outcome 4. By 2027, institutions and all people of Moldova benefit from and contribute to green and resilient development, sustainable use of natural resources and effective gender-responsive climate change action and disaster risk management.

Total resources re uired:	$ 8,496,025	
Total resources allocated:	Sweden	SEK 53,000,000
	Norway	NOK 37,900,000
Unfunded:	n/a	

Indicative Output(s) with gender marker8:
Output 4.2. Public and private actors are enabled to implement efficient and innovative practices for sustainable natural resource use, climate resilience, low-emission, and green development

GEN: 3

A reed b si natures :
UNDP

Daniela Gasparikova,
UNDP Moldova Resident Representative

Print Name:

Date:

[8] The Gender Marker measures how much a project invests in gender equality and women's empowerment. Select one for each output: GEN3 (Gender equality as a principle objective); GEN2 (Gender equality as a significant objective); GEN1 (Limited contribution to gender equality); GEN0 (No contribution to gender quality)

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ANNEX B

DESCRIPTION OF ACTIVITIES

Project number: 01002849
Project title: Resilient Communities through Women Empowerment, Phase II

Results to be achieved by Organization for Entrepreneurship Development

The project will combine technical guidance, non-cash assistance, and participatory institutional development to ensure that incubators evolve into sustainable, inclusive, and green-oriented platforms for entrepreneurship.

Overall Objective

To strengthen the institutional and operational capacity of 11 Local Business Incubators enabling them to expand their local SME community and support the greening of businesses and the implementation of climate-sensitive adaptive measures.

Primary Objectives

1. Strengthen the capacity of business incubators to integrate climate- and gender-sensitive approaches into their consulting, training, and support services for SMEs.

2. Modernize and expand business incubators by providing non-cash assistance through transparent procurement of equipment, goods, services, and works, enabling the integration of renewable energy, energy efficiency, and climate adaptation and mitigation measures into their infrastructure and operations.

3. To strengthen the operational framework governing the development Business Incubators in Moldova, ensuring alignment with local needs and fostering a more enabling environment for entrepreneurship.

The support program is designed for Business Incubators in Moldova, which will be the ultimate beneficiaries of the provided goods and services.

Expected Result 1

Business incubators operationalize climate- and gender-sensitive practices in providing SME support services

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Specific Outputs:

1.1 Roadmap for climate and gender integration developed and validated with stakeholders.

1.2 Capacity building tools delivered to BI's staff to embed gender- and climate-responsive practices into consulting and mentoring services.

1.3 Linkages created between ODA financial instruments and incubator services to channel green and inclusive investments towards SMEs.

Contribution to Overall Impact: Incubators evolve into drivers of inclusive and sustainable entrepreneurship, equipping SMEs to adopt greener and more gender-responsive practices that strengthen resilience and competitiveness.

Expected Result 2

Business incubators enhance their infrastructure, services, and operational capacity through targeted non-cash support and transparent procurement, enabling improved service delivery to SMEs

Specific Outputs:

2.1 Non-cash support packages awarded to 11 incubators according to the approved projects.

2.2 Transparent procurement processes carried out for goods, works, and services, ensuring accountability and compliance with UNDP and public procurement standards.

2.3 Monitoring and reporting system established to track the use of resources and results achieved by each incubator.

Contribution to Overall Impact: Modernized incubators will apply energy-efficient practices, integrate renewable energy solutions, and strengthen their energy resilience, while enhancing outreach and service quality.

Expected Result 3

A revised operational framework for Business Incubators is updated and adopted, reflecting local realities and supporting their sustainable development.

Specific Outputs:

3.1 Update operational framework to integrate climate and gender aspects in collaboration with UNDP experts, incubators, founders, and government stakeholders.

3.2 Validation and feedback sessions held with stakeholders, providing a sustainable way of functioning for Business Incubators.

Contribution to Overall Impact: A viable organizational framework provides long-term sustainability and policy alignment for the incubator network, ensuring they remain effective

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platforms for SME support, green transition, and inclusive local economic growth.

Through this coherent intervention logic, each activity contributes to broader outcomes: resilient incubators, empowered women-led businesses, and climate-smart local entrepreneurship.

Work to be performed by Organization for Entrepreneurship Development

The assignment will be implemented through a phased and participatory approach, ensuring the integration of climate and gender aspects into the activity of Local Business Incubators (BIs), while providing institutional, technical, and operational support. ODA will act as the implementing entity in close coordination with the UNDP Project Team and project beneficiaries ensuring transparent processes, stakeholder engagement, and effective communication.

1. Methodology Development

1.1 Preparation of a detailed work plan, sequencing of activities, and definition of roles and responsibilities

1.2 Establishment of communication and coordination mechanisms between ODA, UNDP, and incubators to ensure timely information flow, joint decision-making, and accountability. Assignment of the Project Board members.

1.3 Integration of monitoring and reporting procedures aligned and approved by UNDP. Periodical coordination meeting will take place when necessary.

1.4 As part of communication and visibility efforts, ODA will publish at least 2 press-releases and social media posts to disseminate project results.

2. Roadmap for integration of climate and gender aspects into BI Activities elaboration

2.1 Roadmap Development: In close collaboration with UNDP climate and gender experts, a roadmap will be prepared and validated with stakeholders to guide incubators in embedding renewable energy, energy efficiency, and climate/gender-sensitive approaches into their daily operations and SME services.

2.2 Capacity Building: Delivery of trainings and guidance tools to BI staff to institutionalize these approaches in consulting, mentoring, and financial support services. ODA will organize 2 training sessions for BIs staff, and UNDP climate and gender areas consultants will provide the required expertise.

2.3 Institutional Linkages: Creation of synergies between ODA financial instruments and incubator services to ensure SMEs benefit from integrated green and inclusive financing solutions.

3. Provision of Non-Cash support and procurement

3.1 Procurement Management: A restricted call was launched for the 12 incubators by UNDP

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to submit project proposals in areas of energy efficiency measures, field work equipment, and enlargement of business incubators activity. Following the approval of the call results by the ResCom2 Project Board, ODA will be responsible for providing non-cash support to 11 Business Incubators. Support for the Business Incubator in Chișinău shall be provided directly by UNDP.

ODA will carry out transparent procurement of goods, works, and services in line with incubator proposals. Procurement of goods, works, and services shall be carried out in accordance with the procurement rules and procedures of UNDP, pursuant to Article 5(1)(m) of Law No. 131/2015 on Public Procurement, which excludes from the scope of the Law contracts financed in full by an international organization and awarded in accordance with that organization's procurement rules. This will include preparation of technical documentation, competitive tendering, and strict compliance with VAT exemptions in accordance with Government Decision No. 246/2010 as subsequently amended. Regular reporting and record-keeping will be ensured.

ODA will procure the goods for the benefit of the Business Incubators, without acquiring ownership over such assets. A tripartite contract will be concluded, and the transfer of the goods will be formalized through a handover-acceptance protocol signed by the direct beneficiary of the assets.

3.2 Monitoring: On-site visits will be conducted to monitor implementation, confirm the proper use of procured items, and provide technical/administrative support.

4. Update the organizational framework of BIs

4.1 Update the organizational framework developed by ODA (in cooperation with GIZ and JICA) to integrate gender climate aspects, based on a policy brief on needs and context analysis.

4.2 Organize one validation workshop with selected incubators and stakeholders.

4.3 Joint efforts with UNDP experts for amendment for the elaboration of relevant policies that will enable optimization of the Business Incubators' activity.

5. Reporting activities

5.1 Compilation of individual beneficiary data sheets related to the supported projects, to be used as the basis for documenting results and developing success stories.

5.2 Analysis of project achievements and beneficiary-level results, leading to the preparation of a comprehensive Final Report with lessons learned, including an annex containing briefs for each intervention with disaggregated data and photos.

Description of inputs:

The successful implementation of the assignment requires mobilization of technical, human, and financial resources to ensure that institutional, technical, and operational support is provided to the 11 Local Business Incubators (BIs). The following resources to be mobilized:

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a. Personnel & Administrative costs

Project Manager (1 person) – Overall responsibility for management, coordination with UNDP, and delivery of results. Designs and applies monitoring tools, conducts site visits for monitoring and reporting activities. Manages visibility activities, and dissemination of success stories and lessons learned.

Project Assistant (1 person) – Provides administrative support, ensures coordination of meetings, trainings, and reporting logistics. Conducts site visits, ensures data collection, and assists PM in progress/impact reports. Manages stakeholder communication, visibility activities, and dissemination of success stories and lessons learned.

Procurement Specialist (1 person) – Leads on call for proposals, procurement of goods, works, and services, ensuring compliance with ODA, UNDP, and public procurement standards, including VAT exemptions.

Financial Manager (1 person) – Manage project budgets and financial reporting in compliance with donor requirements. Ensure sound financial management, expenditure control, and audit readiness.

b. Contracts / External Services

External services contracts for ensuring venue, equipment and other services related to organization of 2 capacity building events for BI managers and staff on integrating climate- and gender-sensitive practices into daily operations and SME consulting services.

c. Equipment and Non-Cash Support

Total non-cash support in line with the approved budget by ResCom 2 Project Board per incubator delivered as non-cash support, covering procurement of goods, works, and services necessary for infrastructure modernization, greening, and service expansion, according to their submitted projects.

Procurement processes managed centrally by ODA with transparent and competitive procedures.

e. Other Inputs

Institutional oversight and support from ODA management bodies, Board meeting and other project coordination meetings facilities, IT support, financial operations, and materials for stakeholder engagement

Visibility and communication materials (press releases, social media posts).

Annexes: N/A

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ANNEX C

SCHEDULE OF ACTIVITIES, FACILITIES AND PAYMENTS

(WORK PLAN AND BUDGET)

Year: 2026 - 2027

EXPECTED OUTPUTS **and indicators, including annual targets**	**PLANNED ACTIVITIES**	**Timeframe**					**Planned Budget** (MDL)		**Schedule of payments by UNDP**				
		2026	**2027**						**2026**	**2027**			
		Q4	Q1	Q2	Q3	Q4	Budget Description	Amount	Q4	Q1	Q2	Q3	Q4
• Efficient project implementation of the assignment • Roadmap for climate and gender integration developed and validated with stakeholders (1 roadmap)	Activity 1 Administrative costs (salaries, taxes, logistics, communication)						Staff cost, including taxes	547500,00	109 500,00	109 500,00	109 500,00	109 500,00	109 500,00

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• Capacity building tools delivered to BI's staff to embed gender- and climate-responsive practices into consulting and mentoring services (2 training sessions) • Linkages created between ODA financial instruments and incubator services to channel green and inclusive investments towards SMEs (1 report) • Validated operational framework to integrate climate and gender aspects in collaboration with UNDP experts, incubators, founders, and government stakeholders (1 updated operational framework) • Timely and efficient reporting ensured (one final report submitted)							Training	50000,00	25 000,00		25 000,00		
							Office supplies	8354,93	4177,46	4177,46			

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• Non-cash support packages of with a total value of USD 351,737 awarded to 11 incubators according to the approved projects. (11 beneficiaries). The support for BI Chisinau shall be provided directly by UNDP. • Transparent procurement processes carried out for goods, works, and services, ensuring accountability and compliance with UNDP and public procurement standards. (11 signed non-cash support agreements) • Monitoring and reporting system established to track the use of resources and results achieved by each incubator. (11 data sheets for each incubator created)	Activity 2 Non-cash support for Business Incubators (11 units)						Non- cash support for Business Incubators	6058669,82	652741,82		500000,00	635335,00	4270593,00
							Total	6664524,75	791419,28	113677,46	634500,00	744835,00	4380093,00

Note:

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- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the Project or the Portfolio (as applicable), duty travel within the programme country or region and repatriation costs.

- UNDP shall be responsible for providing miscellaneous services such as secretarial assistance, postage and cable services and transportation as may be required by Organization for Entrepreneurship Development in carrying out their assignment.

- Adjustments within each of the sections may be made in consultation between UNDP and Organization for Entrepreneurship Development. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document/Portfolio Document and if they are in the best interest of the Project or the Portfolio (as applicable).

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ANNEX D

SPECIMEN SIGNATURE FORM

Partner Name: Public Institution Organisation for Entrepreneurship Development
UNDP Project ID: 01002849
UNDP Project/Portfolio Name: Resilient Communities through Women Empowerment, Phase II
UNDP Office: Moldova

Authorized Partner Signatory:
Name: Vadim Codreanu
Designation: Director
Contact Details: 38 Albisoara street, Chisinau, MD-2005, vadim.codreanu@oda.md, +373 22 295 741

Alternate Authorized Signature: Not Applicable
Name:
Designation:
Contact Details (Address, email and phone):

The form needs to be approved by the UNDP Head of Office or their Designate.