Amendment

to the Implementing Partner agreement between

**[full name of IP]**

and the

United Nations Population Fund

The United Nations Population Fund (“UNFPA”) and **[full name of IP]** (“Implementing Partner” or “IP”, and together with UNFPA referred to as the “Parties”):

Recitals:

1. Social marketing involves the sale rather than the free-of-charge distribution of reproductive health commodities, including contraceptive commodities, at a socially sustainable price below the private sector or retail market price, applying commercial marketing techniques to promote changes in social behavior by users over time. In the context of a UNFPA programme of assistance, the relevant commodities are supplied by UNFPA at no cost to the IP for the purpose of sale and distribution by the IP to users.
2. The Parties believe that social marketing is an effective method to promote the gradual uptake of reproductive health commodities by users. Social marketing may also involve the use of branding and other methods to achieve behavioral change. In view of the fact that users purchase the commodities, albeit at a below-market price, rather than receiving the commodities for free, social marketing provides additional assurances that the commodities will be valued, appreciated and more effectively used by the intended users.
3. In consideration of the purpose underlying social marketing as described in paragraphs (a) and (b), and in further consideration of the status of UNFPA as a subsidiary organ of the United Nations established by the General Assembly in accordance with Article 22 of the United Nations Charter as well as of the implementing partner’s status as **[enter legal personality of IP,** *e.g.* a charitable organization incorporated under the laws of …**]**, both Parties offer assurance that any UNFPA programme of assistance involving a social marketing methodology is neither intended nor designed to generate any profit, commercial or otherwise, for either UNFPA or the IP, but is solely intended to increase the efficient and effective delivery of UNFPA development assistance. It is the Parties’ understanding, therefore, that any financial gain resulting from any below-market-price sale of reproductive health commodities by the implementing partner constitutes merely an incidental consequence of the use by the implementing partner of a social marketing methodology.

In consideration of the above recitals, the Parties herewith agree to amend the Implementing Partner Agreement signed between UNFPA and the IPon **[date]** (the “Implementing Partner Agreement”) as follows:

1. Article I of the Implementing Partner Agreement entitled “Definitions” is amended as follows:

“[*For* *Implementing Partner Agreement under GRP, enter* 14.] [*For Implementing Partner Agreement under CP, enter* 15.] “Social Marketing” means a programme delivery methodology involving the sale rather than the free-of-charge distribution by the IP of reproductive health commodities, which are supplied by UNFPA at no cost to the IP for the purpose of sale and distribution by the IP to users, as part of a UNFPA programme of assistance, at a socially sustainable price below the private sector or retail market price, applying commercial marketing techniques to promote changes in social behavior by users over time.

“[*For Implementing Partner Agreement under GRP, enter* 15.] [*For Implementing Partner Agreement under CP, enter* 16.] “Social Marketing Commodities” means reproductive health commodities, including contraceptive commodities, sold by the IP as part of a UNFPA programme involving Social Marketing.”

1. Article VI of the Implementing Partner Agreement entitled “Responsibilities of UNFPA”, paragraph 2 (relating to the payment by UNFPA to the IP of support costs), is amended as follows:

 “Should the Parties agree in any WP that the IP shall not be entitled to the reimbursement by UNFPA of any support costs in respect of Social Marketing activities, it is nevertheless understood that support costs, if any, actually incurred by the IP shall be deemed to be offset against any income accruing to the IP from the sale of the Social Marketing Commodities as well as from any interest income.”

1. Article IX of the Implementing Partner Agreement entitled “Record keeping” is amended as follows:

“4. The IP shall maintain accurate and complete records of all sales of the Social Marketing Commodities and of the income generated or received thereby, as well as of all interest earned from such income. Such records shall be kept for a period of five years after the completion of the last AWP or the termination of the Implementing Partner Agreement, whichever occurs later.”

1. Article X of the Implementing Partner Agreement entitled “Reporting requirements” is amended as follows:

“Financial reporting on income generated through sales:

 “6. The IP will submit financial reports on the sale of the Social Marketing Commodities and of the income generated thereby, including any interest income, in such form and format as notified in writing by UNFPA to the IP (the “Social Marketing Financial Report”).

“7. Each Social Marketing Financial Report shall be certified by an Authorized Officer of the IP as such term is defined in Article I, paragraph 10, of the Implementing Partner Agreement. Unless otherwise agreed between the Parties in writing, Social Marketing Financial Reports shall be submitted on a calendar year basis, each Social Marketing Financial Report being due no later than 15 January of the year following the year to which the Report relates.”

1. Article XIII of the IP Agreement entitled “Final Provisions” is amended as follows:

“2. In consideration of the Parties’ understanding that any income accruing to the IP from the sale of the Social Marketing Commodities as well as from any interest income is only incidental to the IP’s Social Marketing activities under the WPs, the IP may retain such income. Such income, if not applied by the IP towards its support costs, shall be used by the IP for purposes consistent with the mandate of UNFPA.

“3. The monetary value of the Social Marketing Commodities shall be determined solely by UNFPA.

“4. The IP shall not re-brand, re-name, apply marks or otherwise change the appearance of the Social Marketing Commodities or of their packaging without the prior written approval of UNFPA. Such approval shall be requested by the IP from the Chief, Procurement Services Branch, UNFPA, who may be contacted at:Marmorvej 51
2100 Copenhagen Ø, Denmark; or at procurement@unfpa.org.

“5. All Social Marketing Commodities are provided to the IP “as is”. The IP is fully responsible and liable for the Social Marketing Commodities and for their use. UNFPA disclaims all warranties, express or implied, including, without limitation, warranties of fitness for a particular purpose or relating to condition, quality or serviceability of the Social Marketing Commodities. Without limiting the generality of the foregoing, to the extent possible, UNFPA will pass on to the IP any warranties offered by the manufacturer or supplier of the Social Marketing Commodities and will seek to include in its contracts with manufacturers, suppliers or sellers of the Social Marketing Commodities, as far as possible, provisions relating to product liability. Further to clause 6.0 of the General Terms and Conditions, and without limiting its generality, UNFPA accepts no liability for any third party claims arising out of or related to the Social Marketing Commodities or the use thereof, including but not limited to those arising out of or relating to any defect in the quality or quantity of the Social Marketing Commodities, the delivery of the Commodities, the use of the Commodities, or otherwise. The IP shall deal with, and indemnify, defend and hold UNFPA harmless against or in connection with, any third party claim or other cause of action arising out of or relating to the Social Marketing Commodities or the use thereof.”

“6. For the avoidance of doubt, the Parties confirm and agree that UNFPA may, at its discretion, invoke any of the provisions in section 13.0 entitled Assurance Activities in the General Terms and Conditions of the Implementing Partner Agreement with regard to any Social Marketing activities undertaken by the IP, including all sales of Social Marketing Commodities and of income generated or received thereby, as well as to all Social Marketing Financial Reports submitted by the IP.”

This amendment to the IP Agreement shall enter into force on the date it is signed by both Parties.

Signed:

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| **For the Implementing Partner:** | **For United Nations Population Fund:** |
| Name: | Name: |
| Title: | Title: |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | Date: |