



DUNDEX ASSOCIATION AGREEMENT

Dear UN colleague,

You have expressed an interest in having your name incorporated into the active roster of Associates of the consultancy company DUNDEX (Deployable UN-experienced Development EXperts), and we hereby confirm our readiness to include you in DUNDEX's active roster – subject to the terms, conditions and definitions described below.

Definitions of Terms

- **DUNDEX Association Agreement** – an Agreement entered into between DUNDEX and a former UN staff member regarding the latter's inclusion in the active DUNDEX roster and the general conditions for association with DUNDEX.
- **DUNDEX Associate** – a former UN staff member who has accepted the terms of the DUNDEX Association Agreement and fulfilled all other requirements for being included in the active DUNDEX roster.
- **UN Agency** – an Agency in the UN System seeking to obtain the Services of a DUNDEX Associate.
- **UN Service Contract** – a contract entered into between a UN Agency and DUNDEX for the Services of a DUNDEX Associate.
- **DUNDEX Deployment Agreement** – an Agreement signed between DUNDEX and a DUNDEX Associate regarding any and all future DUNDEX-assisted deployments with a UN Agency.

01. Upon acceptance of this Association Agreement, you will be considered as an Associate of DUNDEX. Inclusion in the DUNDEX roster will be effective, when you (a) submit to DUNDEX a completed UN Personal History Form (P11) or a detailed free-style curriculum vitae, (b) complete a roster questionnaire with specifics on your deployment preferences; (c) confirm your acceptance of this DUNDEX Association Agreement, by which you agree inter alia to pay a US\$ 1.00 (one dollar) Association fee at the time of your first DUNDEX deployment.

02. Inclusion in the DUNDEX roster will ensure that your name and professional profile will appear in any DUNDEX search being undertaken for expertise in which one or more of the search criteria you have identified for yourself are featured. However, there is no guarantee or certainty that your inclusion in the DUNDEX roster will result in any concrete job offers or assignments, since DUNDEX – like all other institutions in the market place – is subject to the laws of supply and demand.

03. While being registered as an Associate in the DUNDEX roster, you remain free to seek and accept contracts elsewhere, e.g. at your own initiative or via mechanisms other than DUNDEX. In other words, the DUNDEX roster is not meant as an exclusive scheme, but as an addition to any other professional contacts or business associations you may already have.

04. In the future, whenever you are offered an assignment under DUNDEX auspices with a UN Agency, the Contract for your services (“UN Service Contract”) between a UN hiring unit (the “UN Agency”) and DUNDEX, will – together with a supplementary DUNDEX Deployment Agreement -- become an integral part of your overall association arrangement with DUNDEX and therefore be binding upon you.

05. DUNDEX is responsible for the negotiation and management of your UN Service Contract with the UN Agency, including communication and negotiation aimed at being reasonably satisfied (a) that you receive fair and equitable treatment in the course of delivering your Services, and (b) that you are remunerated in full and on time for Services satisfactorily delivered.

06. When deployed as a DUNDEX Associate with a UN Agency, you will – in exchange for the satisfactory provision of your Services as described in your UN Service Contract – be entitled to receive the remuneration set out in the UN Service Contract. Moreover, it is acknowledged and agreed that DUNDEX shall be entitled to a cost recovery fee (or management fee) in the amount of five per cent (5%) of your total remuneration. DUNDEX will seek, whenever possible, to negotiate that this cost recovery fee be added on top of your expected take-home pay. However, in cases where this five per cent fee is not added on top of your agreed take-home remuneration, DUNDEX will be entitled to deduct it from the amount of your remuneration as set out in the UN Service Contract. In no circumstance will DUNDEX be liable to pay to you any remuneration in excess of the amount actually disbursed to it by the UN Agency pursuant to the UN Service Contract -- less the cost recovery fee of five per cent (5%).

Issued in Ontario, Canada
[d a t e a n d y e a r]

Managing Director
D U N D E X

An original signed copy of this Association Agreement is available upon request.