



DUNDEX DEPLOYMENT AGREEMENT

Dear UN colleague,

Having previously entered into an Association Agreement with DUNDEX, you are currently being considered or have already been selected for a UN Agency assignment intermediated by DUNDEX. We hereby confirm DUNDEX's readiness to arrange for your forthcoming assignment as well as for any other assignments which you may undertake through DUNDEX in the future – subject to the terms, conditions and definitions given in your DUNDEX Association Agreement (paras. 01-06), supplemented by the terms and conditions described below in paras. 07-20 of this DUNDEX Deployment Agreement.

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.

07. You will commence providing your Services on the start date of your UN Service Contract. You will continue to provide your Services for the period indicated in the Contract, unless it is mutually agreed either (a) to extend or renew it; or (b) to terminate it earlier (as provided for in the UN Service Contract).

08. You acknowledge and agree that the UN Agency shall direct the manner in which your Services are to be provided, and you agree to provide your Services in accordance with the directions you receive from the UN Agency in accordance with the UN Service Contract.

09. During the implementation of your UN Service Contract, you agree to maintain accurate records of the Services you provide to the UN Agency under the UN Service Contract, including any reporting deliverables and/or attendance sheets showing your actual working days, and you agree at appropriate intervals to submit to DUNDEX any such records as may be needed by DUNDEX for invoicing purposes.

10. In exchange for the satisfactory provision of your Services as described in the UN Service Contract, you are entitled to receive the remuneration set out in the UN Service Contract. It is acknowledged and agreed that DUNDEX shall be entitled to a cost recovery 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 cost recovery 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%).

11. You acknowledge and agree that you will be solely responsible for withholding and paying all applicable taxes, deductions and contributions due as a result of this Agreement. You agree to indemnify and save DUNDEX harmless from and against any and all claims or demands in respect of any governmental or quasi-governmental tax authority. This indemnity shall survive indefinitely the termination or expiry of this Agreement.

12. Neither DUNDEX nor the UN Agency has any right to demand exclusive services from you. You may provide services to other persons, organizations and companies, subject to the terms and conditions contained in this Agreement and provided that the provision of these other services does not negatively affect your ability to fulfill your obligations pursuant to the UN Service Contract.

13. You understand and agree that it is your responsibility to bring any dispute regarding the provision of your Services or compensation for same to the immediate attention of DUNDEX, which will negotiate any such disputes with the UN Agency on your behalf. Should the UN Agency raise any concerns with your performance of the Services, or should the UN Agency for any reason terminate the UN Service Contract prematurely or withhold all or part of the remuneration set out therein, DUNDEX will intermeditate with the UN Agency on your behalf. You acknowledge and agree that DUNDEX has advised you that its commitment is only to act as honest broker/intermediary, and that it can in no way guarantee your successful reinstatement, payment of damages for termination or any other result in your favour arising from such good-faith mediation efforts.

14. As between you and DUNDEX, in the event of any conflict between the provisions of the UN Service Contract and the provisions of this Agreement, this Agreement shall govern.

15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. You agree to attorn to the jurisdiction of the courts of Ontario.

16. Neither party to this Agreement has the right, power or authority by virtue of this Agreement to act or create any obligation on behalf of the other party. This Agreement is binding upon you and DUNDEX, and your respective principals, heirs, executors, estate trustees, administrators, and other legal representatives.

17. Notwithstanding the terms of this Agreement, either party may terminate this Agreement at any time, upon providing written notice to the other party no less than two weeks (14 days) in advance. Notwithstanding the foregoing, DUNDEX may terminate this Agreement (1) immediately upon termination for any reason of the Service Contract by either party thereto; or (2) on your death, disability (disability being as determined by DUNDEX, acting reasonably) or ineligibility to work in the country in which the Services are required; or (3) for cause immediately and without prior notice in the event that you fail to provide satisfactory Services or otherwise fail to abide by the terms and directions as set by the UN Agency.

18. You agree to maintain in strict confidence all confidential information received by you pursuant to this Agreement and in connection with any UN Service Contract that you may be recruited under.

19. You agree to indemnify DUNDEX, its partners, employees, servants and agents and the heirs, estate trustees, executors, successors and assigns of each of them (collectively referred to as the “Indemnified Parties”), and release and hold the Indemnified Parties harmless from and against any and all losses, damages, liabilities, costs, expenses, claims, actions or causes of action (including reasonable legal fees) incurred by the Indemnified Parties, or which you now have or may in future have or allege to have against the Indemnified Parties, or which may be brought by any third party to whom DUNDEX becomes liable, as a direct or indirect result of (1) any negligent act or omission by you in connection with this Agreement; (2) breach by you of any term of this Agreement; or (3) damage to property or threats to your personal safety or security, or any injury, accident, disease, other health issue, including without limitation those in the nature of a worker’s compensation claim, or death, occurring in the course of or as a result of your provision of the Services or performance of any of the other terms and conditions of this Agreement, except for those arising from the breach of this Agreement or gross negligence by DUNDEX. This release and indemnity shall survive indefinitely the termination or expiry of the terms of this Agreement.

20. This DUNDEX Deployment Agreement – complemented by your DUNDEX Association Agreement and the full text of any UN Service Contract that have been or in the future will be entered into between DUNDEX and a UN Agency on your behalf -- constitutes the entire agreement between you and DUNDEX. This implies that there are no representations, warranties, terms, conditions, undertakings or collateral agreements between the parties other than as expressly set forth in the two DUNDEX Agreements and the UN Service Contract. You acknowledge and agree that an electronic copy or a photocopy of this document shall be as valid and binding as the original.

Please sign and return a copy of this Agreement to signal your acceptance of its terms.

Date :

Managing Director
D U N D E X

I confirm that I have had the opportunity to read and to obtain advice with respect to this DUNDEX Deployment Agreement. I acknowledge and agree to the terms set out herein.

Date :

DUNDEX Associate