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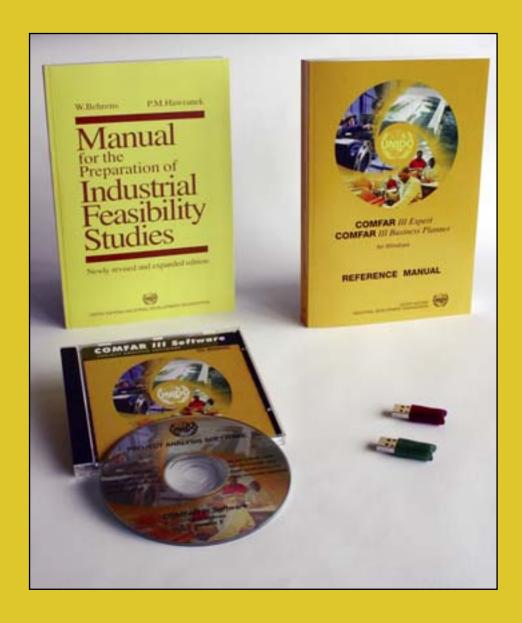
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# COMFAR III EXPERT



Software for Project Appraisal and Analysis





### WHAT IS COMFAR III

The United Nations Industrial Development Organization (UNIDO) has been working with governments, business associations and individual companies to solve industrial problems – and equip them to help themselves – for more than 30 years. One of the tools developed by UNIDO to serve this purpose is COMFAR, the **CO**mputer **M**odel for **F**easibility **A**nalysis and **R**eporting.

In 1983, the first version of the software was released. Since then, UNIDO has been constantly working on development and improvement of this tool. The third generation, COMFAR III Expert for Windows, was released in 1995. Since then, in order to meet the technical developments as well as users requests, it has been upgraded yearly. This software is based on the experience, recommendations, comments and needs of more than 7,000 users in 160 countries and is complementing the UNIDO Manual for the Preparation of Industrial Feasibility Studies (2nd ed., 1991).

COMFAR III Expert is a valuable aid in analysis of investment projects. The main module of the program accepts financial and economic data, produces financial and economic statements and graphical displays and calculates measures of performance. Supplementary modules assist in the analytical process. Costbenefit and value-added methods of economic analysis developed by UNIDO are included in the program, with allowance made for the methods used by major international development institutions.

The program is applicable for the analysis of investment in new projects and expansion or rehabilitation of existing enterprises as, e.g. in the case of re-privatization projects. For joint ventures, the financial perspective of each partner or class of shareholder can be developed. Analysis can be performed using a variety of assumptions concerning inflation, currency revaluation and price escalations.



# THREE PRODUCTS TO SERVE DIFFERENT NEEDS

**COMFAR III Expert**: facilitates financial and economic appraisal of investment projects. It permits the user to simulate the short- and long-term financial and economic situation of industrial and non-industrial investment projects.

**COMFAR III Business Planner**: enables the user to carry out financial analysis of investment projects. The economic appraisal module is not included in this product.

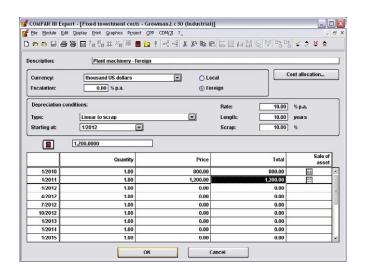
**COMFAR III Mini Expert**: has been developed for preliminary assessment of investment opportunities from a purely financial point of view.

	Expert	Business Planner	Mini Expert
Opportunity study level	<b>✓</b>	✓	✓
Financial appraisal	✓	✓	✓
Feasibility study level	✓	✓	
Economic appraisal	✓	_	

# GENERAL DESCRIPTION OF COMFAR III EXPERT SOFTWARE

#### Easy to access - easy to operate

COMFAR III Expert's graphical user interface makes it very user-friendly and, therefore, ideal even for those with no special computer knowledge. At the moment, it is available for MS Windows 98/ME and MS Windows 2000/XP/2003/Vista.



After having specified the project type (industrial, agro-industrial, infrastructure, tourism, mining or environmental accounting) and the level of analysis (opportunity or feasibility study), the user is guided through data entry, data saving, calculations, display and printing of result schedules and graphical charts.

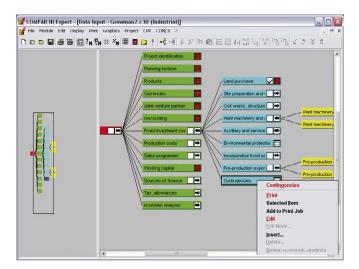


# User-defined flexibility

COMFAR III Expert allows users greater flexibility in specifying how detailed an analysis they require. The main features are:

- · new or expansion/rehabilitation project option
- joint-venture project option
- CDM/JI project option (Kyoto protocol)
- variable planning horizon: up to 60 years
- variable time structure: construction and start-up
- up to 20 products can be specified
- · data may be entered in up to 20 currencies
- direct costing option
- price escalation/inflation option
- economic analysis option

The standard structure of investment, operating and marketing costs may be expanded to allow the entry of sub-items. Sources of finance include equity, long-term loans, short-term finance and definition of conditions of profit distribution.



With these facilities, COMFAR III Expert can be applied to all kinds of investment projects, small- and medium-scale business investments, analysis of large-scale projects or complex production units (e.g. chemical plants) as well as service-oriented projects.

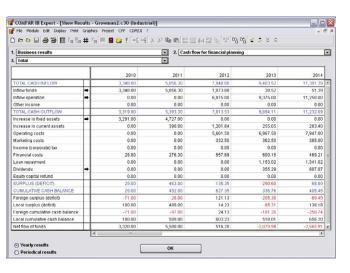
# COMFAR III Expert - Cash Flow Model

The COMFAR system distinguishes cash flows in domestic and foreign currencies while allowing for changes in exchange rates. A number of standard functions are available to compute net working capital, debt service, annual depreciation of fixed assets and corporate tax. From a variety of financial and efficiency ratios, the user may select those needed for project appraisal. Direct costing, allocation of indirect costs to profit centres and analysis in constant or current prices are also available. An auxiliary module supports project developers seeking to develop CDM or JI projects in those sectors, where projects aiming at ruducing GHG emissions can take place.



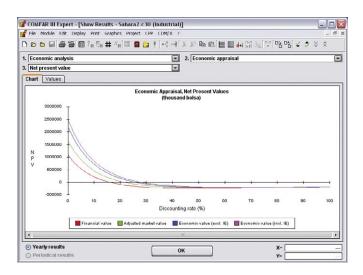
## Financial analysis (enterprise level)

For financial analysis, COMFAR III Expert produces, the following result schedules: Summary sheet, Investment costs, Production costs, Production and sales program, Sources of finance and debt service, Business results (financial cash flow, discounted cash flow, income statement, balance sheet (with ratios), data on direct costing and product profitability), Financial and efficiency ratios and Break-even conditions. User-defined sub-items may be displayed and printed within the standard schedules.



# Economic analysis (macro level)

The economic analysis option allows the user to introduce shadow prices (to express project inputs and outputs in terms of economic prices) and to compute economic rates of return, value added, foreign exchange and employment effects. All results might be calculated including or excluding external economic effects.



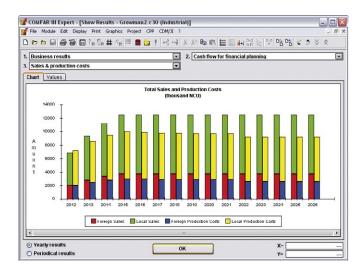
The economic analysis module of COMFAR III Expert supports methodologies described in the Guide to Practical Project Appraisal (UNIDO,1986), in ("Little, I.M.D. and Mirlees, J.A."), Project Appraisal and Planning for Developing Countries (OECD, 1982) and in ("Squire, L., and van der Tak", H.G.), Economic Analysis of Projects (World Bank, 1984). Value-added methodology follows that of the Manual for Evaluation of



Industrial Projects (UNIDO, 1984) but is modified to include decomposition of intermediate inputs suggested in the Manual of Economic Evaluation of Projects by (M. Chervel and Michel le Gall) (Paris, 1989).

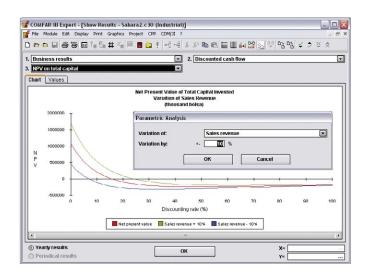
## Graphic presentation of results

COMFAR III Expert gives the user the ability to generate graphic presentations of ratios as well as structures of cash flows, costs and revenues.



### Sensitivity analysis

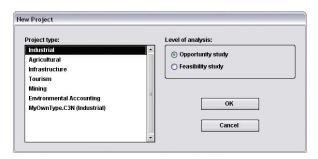
With the help of sensitivity analysis, it is possible to show how net cash returns or the profitability of an investment alter with different values assigned to the variables needed for the calculation (sales prices, unit costs, sales volumes, etc.). COMFAR III Expert facilitates assessment of alternative project scenarios and determination of critical variables. A variety of graphic charts is available to analyse the structures of project inputs and outputs, e.g. the structure of annual production and sales programme, or variable and operational margins and break-even sales volumes. Furthermore, COMFAR III Expert offers Incremental Analysis in order to facilitate the calculation of the impact of project expansions or rehabilitations.





## Non-industrial investment projects

For appraisal of investment projects in other sectors of the economy, such as agro-industrial development, mining, infrastructure, tourism and environmental accounting projects, COMFAR III Expert offers corresponding data input formats and output tables.



COMFAR III Expert allows the user to create tailor-made project types based on the above mentioned standard types.

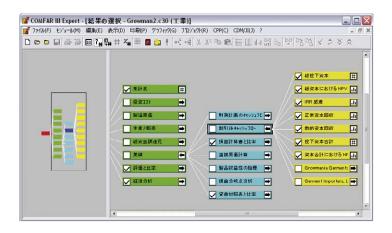
### MULTILINGUAL SOFTWARE

The financial analyst might choose to work in his/her language but might need to present the results, print-outs, charts of the analysis in a different language, which is often the case in international negotiations. Time and money has to be spent in translations. UNIDO has solved this problem by offering COMFAR III software in different languages and providing full compatibility among the programs in the different languages.

All COMFAR III programs are delivered in the language selected by the user. It is possibile to acquire and install, at any time, one or more additional language sets. This will permit the analyst to operate COMFAR III in one language (e.g. English) and print all tables and charts in a different language (e.g. French).

COMFAR III is currently available in the following languages:

 Arabic, Chinese, Croatian, Czech, English, Farsi, French, German, Indonesian, Italian, Japanese, Korean, Mongolian, Polish, Portuguese, Russian, Serbian, Slovak and Spanish.



Other language versions will follow depending on demand.

#### **TESTING COMFAR**

COMFAR III Demonstration versions can be downloaded free of charge from COMFAR's homepage at: http://www.unido.org/comfar

### **COMFAR III IS PROTECTED SOFTWARE**

All COMFAR III products are protected against piracy, illegal use and unauthorized access, while use of the system is guarded by a hardware protection key.

This hardware protection key can be plugged into any USB port of the computer equipment to start COMFAR III.

One key is included within the COMFAR III package.

- A standard protection key permits the licensee unlimited use of COMFAR III on one PC.
- A network protection key allows multiple use of COMFAR III
  within a local area network with one key. This key may be connected to any computer in the network to execute the program
  from the authorized number of workstations within the network at the same time.

# HARDWARE AND SOFTWARE REQUIREMENTS

COMFAR III can be installed and run on a computer system equipped with the following hardware and software:

- Microsoft Windows 98/ME,
   Microsoft Windows 2000/XP/2003/Vista
- Hard disk drive
- CD drive
- USB port
- XGA graphics monitor, 1024 x 768 pixels (or higher) with 256 colours
- Microsoft-compatible mouse
- Printer, supported by Windows

If COMFAR III is installed from or executed within a local area network, it utilizes a Network License Manager that is available for:

- Microsoft Windows 2000/XP/Server 2003/Vista (TCP/IP or IPX protocol)
- Linux (RPM packages available for Rat Hat 8 or 9, SuSE 8.x or 9.x)



#### WORLDWIDE SERVICE AND SUPPORT

## Training workshops

### At UNIDO Headquarters

Twice a year, UNIDO offers training workshops on COMFAR III at basic and advanced levels. The workshops are held in April/May and in September/October in Vienna, Austria. Each workshop has a duration of one week, Monday to Friday and is conducted in English.

#### On request

Workshops on COMFAR III can be held, on request, at the premises of the customer. This allows larger institutions to train more staff in the use of COMFAR III software.

#### User tailored workshops

The contents of each workshop will be adjusted to the preferences of the participants.

The objectives of the COMFAR III Expert workshops are:

- to understand various (basic and advanced) features offered by COMFAR III Expert for Windows
- to analyse selected cases and practice design of individual data input structures
- to learn how to use special features (such as consideration of inflation, cost centres, cost allocation, etc.)
- to learn how to use various analysis tools (sensitivity, breakeven, modified IRR, short NPV, etc.)
- to discuss with colleagues and UNIDO COMFAR III experts the practical application of the software
- to exchange experiences and improve the knowledge of financial and economic project analysis and appraisal

#### Technical support

The COMFAR III Help desk can be contacted by telephone at any time from Monday to Friday, between 8:30 a.m. and 5:00 p.m. Vienna local time. By fax or e-mail at any time.

# Reliable and prompt worldwide delivery

COMFAR III packages can be easily ordered by e-mail, fax or mail and will be dispatched by express service at UNIDO's expense within one day of the receipt of confirmation of payment by UNIDO's Finance section.



# DIFFERENCES BETWEEN THE COMFAR III PRODUCTS

	Expert	Business Planner	Mini Expert
	,	,	,
Opportunity study level	<b>√</b>	<u>√</u>	✓
Feasibility study level	<u> </u>	<u> </u>	
Financial appraisal	<u> </u>	<b>√</b>	<b>∀</b>
Economic appraisal	· · · · · · · · · · · · · · · · · · ·		
Applicable for:	,		
New projects	<u> </u>	✓ ✓	<b>v</b>
Expansion/rehabilitation	<b>∨</b>	<u> </u>	
Joint-venture projects	<b>∨</b>	<u> </u>	<b>v</b>
CDM/JI projects	<u> </u>	<u> </u>	
Inflation	<u> </u>		
Escalation	<b>→</b>	<b>√</b>	
Planning horizon	A1	A	D 1
Balance date	Any month	Any month	December
Construction	Max. 10 years	Max. 10 years	Max. 5 years
Start	Any month	Any month	January
Structure	Min. monthly planning	Min. monthly planning	Yearly
Production	Max. 50 years	Max. 50 years	Max. 15 years
Start-up	Max. 24 months	Max. 24 months	_
Currencies	20	20	2
Discounting	,		
Modified IRR	<u> </u>	<b>√</b>	
Short NPV	✓	✓	<u> </u>
Flexibility			
User-defined sub-items	<u>√</u>	<u>√</u>	<u> </u>
User-defined project types	✓	✓	<del>-</del>
Local / foreign market	✓	✓	<u> </u>
Sales programme			
Subsidies	<u>√</u>	<u>√</u>	<u> </u>
Sales tax	✓	✓	
Working capital			
Short-term deposits	<b>√</b>	✓	<u> </u>
Loans			
Number of long-term loans	Max. 8000	Max. 8000	1
Number of short-term loans	Max. 8000	Max. 8000	1
Interest rates per loan	Max. 10	Max. 10	1
Fees	<b>√</b>	<b>√</b>	<u> </u>
Profit distribution	1 scenario / project-year	1 scenario / project year	1 scenario / project
Income (corporate) tax			
Tax brackets	10	10	1
Allowances	✓	✓	<u> </u>
Depreciation adjustments	✓	✓	
General features			
Parallel access to projects	5	5	1
Results produced	Standard & additional	Standard & additional	Standard only
Graph. Parametric analysis	<u>√</u>	<b>√</b>	<del>-</del>
Graph. Compare of projects	✓	<b>√</b>	<del>-</del>
Sensitivity analysis	✓	✓	_
Incremental analysis	✓	✓	_
COMFAR data compatibility			
Expert	✓	✓ (Financial appr.only)	_
Business Planner	✓	(Financial appl.omy) ✓	
	<u>√</u>	<b>~</b> ✓	
Mini Expert	V	V	V

# IMPACT

COMFAR III Expert				COMFA	R Group, PT0	C/ITP/ICU, UN	IIDO, Vienna
20 - 123 (50 - 12 - 12 - 12 - 12 - 12 - 12 - 12 - 1				08-34-0		<del>-</del>	
DISCOUNTED CASH FLOW - TOTAL CAP thousand NCU	PITAL INVEST	ED					
and the state of t	2010	2011	2012	2013	2014	2015	2016
TOTAL CASH INFLOW	0.00	0.00	6,875.00	9,375.00	11,250.00	12,500.00	12,500.00
Inflow operation	0.00	0.00	6,875.00	9,375.00	11,250.00	12,500.00	12,500.00
Other income	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CASH OUTFLOW	3,291.00	5,117.00	6,981.96	7,557.13	8,564.01	9,157.63	10,290.68
Increase in fixed assets	3,291.00	4,727.00	0.00	0.00	0.00	0.00	0.00
Increase in net working capital	0.00	390.00	987.96	227.13	232.01	157.63	0.40
Operating costs	0.00	0.00	5,661.50	6,967.50	7,947.00	8,600.00	8,600.00
Marketing costs	0.00	0.00	332.50	362.50	385.00	400.00	400.00
Income (corporate) tax	0.00	0.00	0.00	0.00	0.00	0.00	1,290.28
NET CASH FLOW	-3,291.00	-5,117.00	-106.96	1,817.87	2,685.99	3,342.37	2,209.32
CUMULATIVE NET CASH FLOW	-3,291.00	-8,408.00	-8,514.96	-6,697.09	-4,011.10	-668.73	1,540.59
Net present value	-2,938.39	-4,079.24	-76.13	1,155.29	1,524.10	1,693.35	999.38
Cumulative net present value	-2,938.39	-7,017.63	-7,093.76	-5,938.48	-4,414.38	-2,721.03	-1,721.64
NET PRESENT VALUE	at 12.00%	3,583.47					
INTERNAL RATE OF RETURN	18.99%						
MODIFIED INTERNAL RATE OF RETURN	14.20%						
NORMAL PAYBACK	at 0.00%	6.30 years	= 2016				
DYNAMIC PAYBACK	at 12.00%	9.69 years	= 2019				
NPV RATIO	0.42						

"We are happy that our people participated in your recent COMFAR III Expert Workshop. They found the training to be enlightening and worth the money spent."

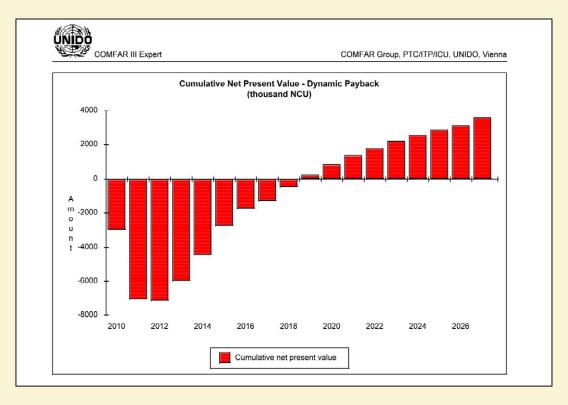
MIDROC – Private Limited Company, Addis Ababa, Ethiopia.

Project title:					
Desired Man		SUMMAR	Y SHEET		
	GROWMANIA GARMENTS				
Project description:	COMFAR III Expert tutorial				
Date and time:	part one, financial analysis 29 June 2008				
Date and time.	29 June 2008				
Project classification:	New project Joint-venture project				
Construction phase:	1/2010 - 12/2011				
Length:	2 years				
Production phase: Length:	1/2012 - 12/2026 15 years				
Lengur.					
Accounting currency:	thousand NCU (NCU)				
Units: Local currency:	Absolute thousand NCU (NCU)				
Look carrency.	undadina reco (reco)				
INVESTMENT COSTS					
		Total	Total	Total	
		construction	production	investment	
Total fixed investment cos Total pre-production expe		7,710.00 613.10	1,000.00	8,710.00 613.10	
Pre-production expend		308.00	0.00	308.00	
Interest		305.10	0.00	305.10	
Increase in net working ca TOTAL INVESTMENT CO	apital OSTS	390.00 8,713.10	1,605.00 2,605.00	1,995.00	
TO THE STREET OF		01110110	21000100	111010110	
SOURCES OF FINANCE					
OCCURACE OF THE RECE		Total	Total	Total	
*		construction 3,500.00	production 0.00	3,500.00	
Total equity capital Foreign		700.00	0.00	700.00	
Local		2,800.00	0.00	2,800.00	
Total long-term loans Foreign		5,705.10 2,765.10	0.00	5,705.10 2,765.10	
Local		2,940.00	0.00	2,765.10	
Total short-term loans		0.00	800.00	800.00	
Foreign Local		0.00	0.00 800.00	0.00	
Accounts payable		0.00	479.62	479.62	
TOTAL SOURCES OF FI	NANCE	9,205.10	1,279.62	10,484.72	
INCOME AND COSTS, O	PERATIONS	First year F	teference year	Last year	
041 50 051 54115		2012	2014	2026	
SALES REVENUE Factory costs		6,875.00 5,161.50	11,250.00 7,447.00	12,500.00 8.100.00	
Administrative overhead of	costs	500.00	500.00	500.00	
OPERATING COSTS Depreciation		5,661.50 655.31	7,947.00 655.31	8,600.00 235.00	
Financial costs		557.69	469.21	0.00	
TOTAL PRODUCTION C	OSTS	6,874.50	9,071.52	8,835.00	
Marketing costs COSTS OF PRODUCTS		7,207.00	385.00 9.456.52	9,235,00	
Interest on short-term dep	oosits	0.00	0.00	0.00	
GROSS PROFIT FROM O	OPERATIONS	-332.00	1,793.48	3,265.00	
Extraordinary income Extraordinary loss		0.00	0.00	0.00	
Depreciation allowances		0.00	0.00	0.00	
GROSS PROFIT Investment allowances		-332.00	1,793.48	3,265.00	
TAXABLE PROFIT		0.00	1,793.48	3,265.00	
Income (corporate) tax		0.00	0.00	1,620.00	
NET PROFIT		-332.00	1,793.48	1,645.00	
RATIOS					
Net Present Value of Tota	al Capital Invested	at 12.00%	3,583.47		
Internal rate of return on it Modified IRR on investme	nvestment (IRR)	18.99%			
Modified IRR on investme Net Present Value of Total		14.20% at 15.00%			
Internal rate of return on e Modified IRRE on equity	quity (IRRE)	24.129			

"I think this package based on UNIDO's well-known industrial feasibility studies methodology has a clear and understandable structure".

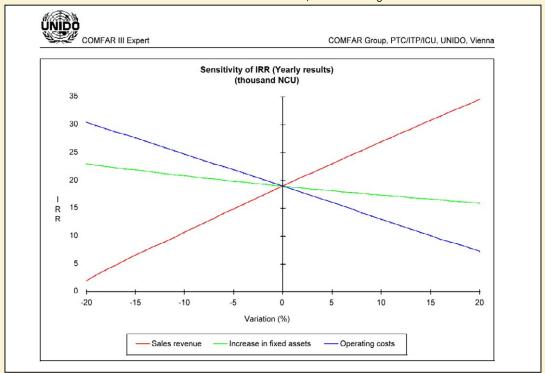
Dr. Yury Shishorin, Institute of Control Sciences of the Russian Academy of Sciences, Russian Federation

# IMPACT



"Thank you for the fast and efficient work. It has been a pleasure to work with the COMFAR team and UNIDO."

Ms. Valeria Roman, ICMA Washington D.C. United States of America



"I find COMFAR III an ideal tool for project analysis in developing countries, it is clear and practical to be adopted for both theoretical and empirical applications."

Mr. Cesare Zanasi, Italy

# COMFAR III LICENCE FEES (in Euro)<sup>1</sup> FOR SINGLE WORKSTATIONS

COMFAR III Expert				
		Country		
User type	Group A	Group B	Group C	
Commercial	2,400	1,600	800	
Public sector,				
University	1,600	800	400	

COMFAR III Business Planner				
		Country		
User type	Group A	Group B	Group C	
Commercial	2,100	1,300	650	
Public sector, University	1,300	650	400	

Additional items for COMFAR III Expert or COMFAR III Business Planner				
	Country			
Additional	Group A	Group B	Group C	
Run-time licence				
(including key and manua	als) 150	150	150	
Language set <sup>2</sup>	500	400	250	
COMFAR manuals	50	50	50	
	50	50	50	

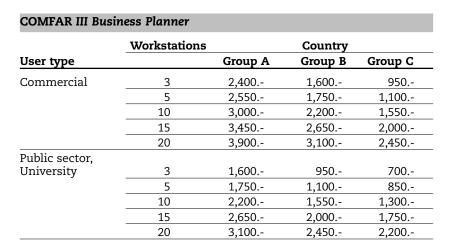
COMFAR III Mini Expert		
User type	All country groups	
For all user types	400	
Additional run-time licence	150	
Additional language set <sup>2</sup>	250	
Additional COMFAR manuals	50	

Country Group A:	Europe (except for Eastern Europe/CIS), Australia, Canada, Japan, New Zealand, USA
Country Group B:	Developing countries including CIS (except for countries in Group C)
Country Group C:	Countries contained in UNIDO's list of LDC's: Africa (31), Arab States (4), Asia and Pacific (14), America (1); For detailed list please contact UNIDO/PTC/ITP/ICU

<sup>&</sup>lt;sup>1</sup>Licence fees valid as of June 2005. All prices are subject to change. <sup>2</sup>An additional language set has to be purchased only once per licensee, regardless the number of run-time licences acquired.

# COMFAR III LICENCE FEES (in Euro)<sup>1</sup> FOR LOCAL AREA NETWORK VERSION (LAN)

COMFAR III Exp	ert			
	Workstations		Country	
User type		Group A	Group B	Group C
Commercial	3	2,700	1,900	1,100
	5	2,850	2,050	1,250
	10	3,300	2,500	1,700
	15	3,750	2,950	2,150
	20	4,200	3,400	2,600
Public sector,				
University	3	1,900	1,100	700
	5	2,050	1,250	850
	10	2,500	1,700	1,300
	15	2,950	2,150	1,750
	20	3,400	2,600	2,200



#### 

COMFAR III Mini Expert			
User type	Workstations	All country groups	
For all user types	3	700	
	5	850	
	10	1,300	
	15	1,750	
	20	2,200	
Additional languag	ge set² -	250	
Additional run-tim	e licence for single v	vorkstation 150	

<sup>&</sup>lt;sup>1</sup>Licence fees valid as of June 2005. All prices are subject to change. <sup>2</sup>An additional language set has to be purchased only once per licensee, regardless the number of run-time licences acquired.



#### **HOW TO ORDER**

Filling in the order form-cum licence agreement

Please carefully read all of the terms of the software licence agreement on the back of the order form. By signing the order, you are accepting the terms and conditions of the agreement.

- Mark which COMFAR III program(s) you would like to acquire.
- Clearly write which language you would like to order.
- Should you need additional run-time licences or additional languages, please mark the corresponding box(es).
- Do not forget to fill in the complete name and address of the ordering company/institution and sign.

The **original signed** order form should be sent by mail to our office. In order to avoid unnecessary delays, kindly fax or e-mail a copy of your order as well.

The order form - cum license agreement may also be downloaded from the UNIDO/COMFAR homepage www.unido.org/comfar.

### **Payment**

On receipt of the signed order form, the invoice will be issued and sent by mail to the customer. In order to accelerate procedures, a copy of the invoice will be sent by e-mail or fax to the customer.

Payment can be made either by bank transfer or credit card. For details, please refer to the invoice.

### Delivery

The software will be sent to the user by special courier, at UNIDO's expense, immediately following receipt of confirmation of payment by UNIDO's Finance section. In order to accelerate the identification of payment we suggest to send a proof of payment (copy of bank transfer) by e-mail or fax.

# Contents of a COMFAR III standard package

- One CD-ROM, with the ordered software in the chosen language(s)
- One protection key to run the software
- One COMFAR III manual set (reference, tutorial and technical manuals)
- The Manual for the Preparation of Industrial Feasibility Studies (2nd edition), Vienna (1991). This manual is not included in the packages for COMFAR III Mini Expert.





# ORDER FORM - COMFAR III 1 SOFTWARE

United Nations Industrial Development Organization c/o Programme Development and Technical Cooperation Division/ITP/ICU Vienna International Centre, P.O. Box 300, A-1400 Vienna, Austria Phone: (43-1) 26026 – 3840, 3855, 4066; Fax: (43-1) 26026 - 6807 E-mail: comfar@unido.org; Web: <a href="www.unido.org/comfar">www.unido.org/comfar</a>

Agreement No.	/

COMEAD # FOR SINGLE WORKS	TATIONS			Total <sup>2</sup>
COMFAR III - FOR SINGLE WORKS	ATIONS			rotai
□ COMFAR III Expert in one language:				€
□ COMFAR III Business Planner in one language:  System, one run-time Licence (one protection key), COMFAR manuals and the UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.				€
□ COMFAR <i>III Mini Expert</i> in one language: System, one run-time Licence (one protection key) and COMFAR manuals				€
COMFAR III - LOCAL AREA NETWORK VERSION (LAN)				
□ COMFAR <i>III Expert</i> in one language:  System, the selected number of workstation licences, one set of COMFAR manuals per workstation and the <i>UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.</i> Workstation Licences: □ 3 □ 5 □ 10 □ 15 □ 20 □ 25 □				€
□ COMFAR <i>III Business Planner</i> in one language:				€
□ COMFAR <i>III Mini Expert</i> in one language:				€
ADDITIONAL ITEMS FOR SINGLE W	ORKSTATIONS AND LAN	N	Each:	Total:
□ Additional Run-time Licences □ 1 □ 2 □ Each additional run-time licence includes one protection key and one set of COMFAR manuals. €				€
	atian □ Czech □ onesian □ Italian □	English ☐ Farsi Japanese ☐ Korean Serbian ☐ Slovak	€	€
The software is delivered on CD-ROM, Protect	tion keys for USB port			Total:
Method of Payment:  By bank transfer in Euro; detailed information on the bank account will be provided together with the invoice.  EUROCARD / MasterCard or VISA, providing UNIDO with: name and address of cardholder (same address given to the credit institute), 16 digit number, CVC code and expiration date of credit card.				
I HAVE CAREFULLY READ ALL OF THE TERMS OF THE SOFTWARE LICENSE AGREEMENT ON THE BACK OF THIS ORDER FORM, AND WITH MY ORDER ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT				
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Zip	City		State / Country	
Phone	Fax		Email	
ORDER ACCEPTED ON BEHALF OF LICENSEI	: Date:	Signature:		
ORDER ACCEPTED ON BEHALF OF UNIDO:	Date:	Signature:		

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<sup>&</sup>lt;sup>2</sup> This Order Form applies to all Licences fee categories, as specified in the COMFAR /// Licence Fee list. Please refer to the License Fee list to determine the applicable fees. For reduced prices (applicable to non-profit institutions/agencies, governmental bodies and universities) please attach proof of the status. All prices are subject to change. Postage and packaging included.

#### Software License Agreement

Definitions

- "UNIDO" is the United Nations Industrial Development Organization, an international organization which is a specialized agency of the United Nations, headquartered in Vienna, Austria.
- "LICENSOR" is the grantor of the right to use the software, the provider of the manuals and support. UNIDO is the LICENSOR in this Agreement.
- "LICENSEE" is the purchaser of the right to use the software and payor of the license fee. The identity of the LICENSEE is specified in the signature section provided above.
- "COMFAR *III Expert*", "COMFAR *III Business Planner*", "COMFAR *III MiniExpert*", (COMFAR) is the software along with the manuals which are the subject of this Agreement. The software and documentation are designed to be used by experienced trained individuals. LICENSEE undertakes to employ such individuals in the acquisition and the operation of the software. Payment of the fee listed above entitles the user to receive the COMFAR computer program on CD-ROM, the manuals to operate the program, the Protection Key, and the Manual for the Preparation of Industrial Feasibility Studies (for COMFAR *III Expert* and COMFAR *III Business Planner* only), which is usually sold separately.
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- 8. Software support by UNIDO: UNIDO agrees to provide advice at the time of the installation of COMFAR as may be necessitated by the particular requirements of the LICENSEE. The advice will be provided during UNIDO's normal business hours with the LICENSEE paying the costs associated with communication. At the request of the LICENSEE and at its cost, including travel, UNIDO agrees to provide initial training for the LICENSEE's personnel in the installation and operation of COMFAR.
- 9. Tariffs, Duties and Taxes: The LICENSEE shall be liable for the payment of any tariffs, duties or taxes, however designated, levied or based on COMFAR, imposed or levied by any government or governmental agency in respect of the use of COMFAR by the LICENSEE. Since the software and printed materials constituting COMFAR remain the property of UNIDO, they will benefit from the exemptions from tariffs, duties and taxes granted UNIDO in respect of its property and assets by the Convention on the Privileges and Immunities of the United Nations or the Convention on the Privileges and Immunities of the Specialized Agencies, as applicable.
- 10. Exclusive Rights of UNIDO and Unauthorized Use by Third Parties:
- a. UNIDO represents that it has the right to grant the license referred to in paragraph 1;
- b. If either party has knowledge that an action, suit or proceeding arising from a claim that COMFAR infringes any patent, copyright, alleged trade secret, or other proprietary right has been or may be instituted against either party, such knowledge shall be transmitted to the other party, and UNIDO agrees to defend or settle, at its option, any such action, suit or proceeding. In the event that a final injunction shall be obtained against the LICENSEE's use of COMFAR by reason of infringement of a patent or other proprietary right, or if, in the opinion of UNIDO, COMFAR is likely to become the subject of a claim of infringement of a patent or other proprietary right as a result of the actions of UNIDO, UNIDO, at its option and at its expense, either shall procure for the LICENSEE the right to continue using COMFAR, or shall replace or modify COMFAR so that it becomes non-infringing, or shall grant the LICENSEE a credit for COMFAR, as depreciated, and accept its return. The depreciation shall be an equal amount per year over the life of COMFAR as established by UNIDO. If there is such an injunction or potential claim in more than one jurisdiction, UNIDO shall have the right to select in each jurisdiction which of the foregoing options it shall exercise. UNIDO shall not have any liability to the LICENSEE under any provision of this paragraph if the infringement or claim thereof is based upon an enhancement or modification to COMFAR made by the LICENSEE, or the use by the LICENSEE of COMFAR in combination with other components, either hardware or software, where such infringement would not have occurred if COMFAR had not been used in such combination;
- c. If the LICENSEE has knowledge that the proprietary rights to COMFAR are being infringed by a third party, such knowledge shall promptly be transmitted to UNIDO.
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- b. In no event will UNIDO be liable for indirect, consequential, incidental or special damages including, but not limited to, lost profits and lost savings arising out of the use or inability to use COMFAR, even if UNIDO has been advised of the possibility of such damages or for any claim by the LICENSEE based on a third party claim.
- c. For any claim whatsoever related to the subject matter of this Agreement, UNIDO's liability for actual damages, regardless of the form of action, shall be limited to the greater of US\$ 5,000 or the money paid to UNIDO for the LICENSE for COMFAR that caused the damages or that is the subject matter of, or is directly related to, the cause of action.
- d. The LICENSEE agrees to indemnify, defend and hold harmless, UNIDO for liability arising out of any negligent act or omission of the LICENSEE, its employees, contractors or agents with respect to COMFAR.
- e. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, except for breach of the provisions in paragraphs 4 (copy restrictions), 5 (transfer restrictions) and 7 (use restrictions) in which four years shall apply.
- 13. Arbitration: Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall unless it is settled by direct negotiation be settled by arbitration in accordance with the arbitration rules established by the United Nations Commission on International Trade Law (UNCITRAL) in effect on the date of this agreement. The number of arbitrators shall be one. The language to be used in the arbitrary proceedings shall be English. The place of arbitration shall be Vienna. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.
- It is understood, however, that the provisions of this paragraph shall not constitute or imply the waiver by UNIDO of its privileges and immunities.
- 14. Privileges and Immunities: Nothing contained in the present agreement shall be deemed to constitute a waiver of the rights, privileges and immunities to which the UNIDO and its personnel are entitled pursuant to the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 or of the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, as applicable.
- 15. Notices: Any notice permitted or required in connection with this Agreement shall be in English addressed and delivered to:

In respect of LICENSEE: to its address stated on the ORDER FORM;

- In respect of UNIDO: To the Chief, Procurement Services, Programme Support and General Management Division (PSM/OSS/PRS), United Nations Industrial Development Organization, Vienna International Centre, P.O. Box 300, A-1400 Vienna, Austria.
- 16. Entry into Force, Duration, Termination: This License Agreement shall enter into force upon signature by the LICENSEE of the ORDER FORM, payment of the full charge, and UNIDO's confirmation of the order, and it shall remain in effect from the date of shipment of the order until terminated by either Party. The LICENSEE may terminate this Agreement upon giving ninety (90) days written notice to UNIDO along with the return of all software and manuals. If the LICENSEE is in default with respect to any of its obligations under this Agreement, UNIDO may issue a notice in writing of such default. If the LICENSEE has not remedied the default within sixty (60) days of the issuance of the default notice, UNIDO may, by written notice to the LICENSEE terminate this Agreement. If the LICENSEE is in breach of any of the provisions under paragraphs four (4), five (5) or seven (7), UNIDO may terminate the Agreement with immediate effect by written notice to the LICENSEE. Upon expiry or termination of this agreement, all copies of COMFAR shall be returned to UNIDO.
- 17. This Agreement represents the entire understanding and agreements regarding COMFAR and supersedes any prior agreements, discussions and communications, or representations made by the Parties.
- 18. Severability: Should any portion of this Agreement be found to be inapplicable or invalid, the rest of the contract will remain in full force.

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NIGERIA: CENTRAL BANK OF NIGERIA, FEDERAL MINISTRY OF INDUSTRY, FINANCIAL INSTITUTIONS TRAINING CENTRE, LUBE OILS, NATIONAL METALLURGI-CAL DEVELOPMENT CENTRE, UNIVERSITY OF ILORIN. SENEGAL: CAISSE NATIONALE DE CREDIT AGRICOLE, CNCAS, CESAG, IDEP. SEYCHELLES: UNIVERSAL BUSI-NESS SERVICES. SOUTH AFRICA: POTCHEFSTROOM UNIVERSITY. SWAZILAND: TIBIYO TAKA NGWANE. UGANDA: UGANDA DEVELOPMENT BANK, UGANDA INDUSTRIAL PROPERTIES, INVESTMENT AUTHORITY. UNITED REPUBLIC OF TANZANIA: AUTO MECH LTD., CTI, ESAMI, MINISTRY OF PLANNING, NSSF, SIDO, TCCIA, THE TANZANIA INSTITUTE OF BANKERS, TIC, TISCO, ZAFREZA, ZIPA. ZAMBIA: DEVELOPMENT BANK OF ZAMBIA, HS LIMITED, NORSAD. ZIMBABWE: CAPS, INDUSTRIAL DEVELOPMENT CORP., ZIMBABWE DEVELOPMENT BANK, ZIC.

#### ASIA AND THE PACIFIC

AUSTRALIA: BHP - STEEL, ROD & WIRE PRODUCTS DIVISION, ILLAWARRA TECHNOLOGY CORPORATION, KVAERNER ENERGY PTY. BANGLADESH: BANGLADESH CHEMICAL INDUSTRIES CORPORATION, PLANNING COMMISSION OF BANGLADESH. **BHUTAN**: MINISTRY OF TRADE AND INDUSTRY OF BHUTAN. **CAMBODIA**: MINISTRY OF INDUSTRY, MINISTRY OF RURAL DEVELOPMENT. CHINA: ALL-CHINA INVESTMENT SERVICE CENTRE, CAM GROUP, CENTRE FOR ENVIRONMEN-TALLY SOUND TECHNOLOGY TRANSFER, ENERGY RESEARCH INSTITUTE, FIND, WUHAN, ITPO, LPMRI, SCIENTIFIC RESEARCH CENTRE OF CEREALS, SRIC. INDIA: BIOLOGICAL E., ET & T, EDI, JNARDDC, KSA TECHNOPAK, NATIONAL RESEARCH DEVELOPMENT CORPORATION, TBIIP, INDONESIA: DANATA CONSULTING NETWORK, MINISTRY OF INDUSTRY AND TRADE, INSTITUTE FOR ECONOMIC AND SOCIAL RESEARCH, GADJAH MADA UNIVER-SITY, PT. BANK MANDIRI. ISLAMIC REPUBLIC OF IRAN: ISFAHAN UNIVERSITY OF TECHNOLOGY, ISLAMIC AZAD UNIVERSITY, NATIONAL PÉTROCHEMICAL COMPANY. JAPAN: HASHIMOTO SANGYO CO., IDF, ITPO, JAIDO, JAPAN ASÍA INVESTMENT CO., JGC CORPORATION, MINDECO, SANWA RESEARCH INSTITUTE CORP., TOYOBO ENGINEERING. KIRIBATI: MINISTRY OF COMMERCE, INDUSTRY & TOURISM. LAO PEOPLE'S DEMOCRATIC REPUBLIC: MINISTRY OF INDUSTRY. FOREIGN INVESTMENT MANAGEMENT COMMITTEE, MINISTRY OF AGRICULTURE, FORESTS AND FISHERIES, MINISTRY OF COMMUNICATION, TRANSPORT, POST AND TELECOMMUNICATIONS. MALAYSIA: ACTACORP HOLDINGS BERHAD, KELANTAN STATE ECONOMIC DEVELOP. CORPORATION, MINT, SIRIM. MALDIVES: MINISTRY OF TRADE & INDUSTRIES. MONGOLIA: MRI - MARKET RESEARCH INSTITUTE OF MONGOLIA. MYANMAR: MPCI, MINISTRY OF INDUSTRY OF MYANMAR. NEPAL: FEDERATION OF NEPALESE CHAMBER OF COMMERCE, MINISTRY OF INDUS-TRY, NEPAL ADMINISTRATIVE STAFF COLLEGE, SMALL BUSINESS PROMOTION PROJECT. PAKISTAN: BOARD OF INVEST-MENT, PAKISTAN ENGINEERING SERVICES. PAPUA NEW GUINEA: DEP. OF COMMERCE AND INDUST., DEP. OF MINING & PETROLEUM. PHILIPPINES: BOARD OF INVESTMENTS, DEPARTMENT OF AGRICULTURE. REPUBLIC OF KOREA: B & K INTERNATIONAL, CHUNII VENTURE MANAGEMENT CONSULTING GROUP, HYUNDAI ENGINEERING, ILIIN GROUP, ITPO. KEANGNAM ENTERPRISES, KINITI, KIST, KOICA, KOREA DEVELOPMENT BANK, KOREA TECHNOLOGY CREDIT GUARAN-TEE FUND, LANDLOVERS DEVELOPMENT & CONSULTING, LG ENGINEERING, LG INTERNATIONAL CORP., MANDO MACHINERY CORPORATION, SMIPC, SUNKYOUNG, YUJIN CO. SRI LANKA: NATIONAL INSTITUTE OF BUSINESS MAN-AGEMENT, POST-GRADUATE INSTITUTE OF MANAGEMENT, BUSINESS DEVELOPMENT CENTRE, SRI LANKA EXPORT DEVELOPMENT BOARD, SRI LANKA INDUSTRIAL DEVELOPMENT BOARD, UNIVERSITY OF KELANIYA. THAILAND: ASIAN INSTITUTE OF TECHNOLOGY, CHULALONGKORN UNIVERSITY, MAHIDOL UNIVERSITY, SMALL-SCALE INDUSTRY PROMOTION PROJECT. TONGA: SHORELINE GROUP, VIET NAM: CHEMICAL ENGINEERING CORPORATION, INTE-GRATED FOOD SECURITY PROJECT, INVESTMENT CONSULTANCY FOR DEVELOPMENT AND CONSTRUCTION CORPO-

#### **WEST ASIAN ARAB STATES**

RATION, MINISTRY OF PLANNING AND INVESTMENT

BAHRAIN: AL HASSNAIN CO., DEVCORP INTERNATIONAL. JORDAN: ARAB POTASH COMPANY, JORDAN DEAD SEA IND.

KUWAIT: AL-MOGTERIBOON EST. FOR GENERAL TRADE, KISR - KUWAIT INSTITUTE FOR SCIENTIFIC RESEARCH, SYNERGY
INTERN., THE ARAB PLANNING INSTITUTE. LEBANON: ABDUL LATIF JAMEEL COMPANY, ARAB FINANCE CORPORATION, GULF
FINANCE & INVESTMENT, INFORMATION INTERNATIONAL, MINISTRY OF INDUSTRY. PALESTINE: AN-NAJAH NATIONAL UNIVERSITY, EXOPAL CONSULTING, MINISTRY OF ECONOMY & TRADE. QATAR: GULF ORGANIZATION FOR INDUSTRIAL CONSULTING, QATAR INDUSTRIAL DEVELOPMENT BANK, QATAR INDUSTRIAL MANUFACTURING CO. YEMEN: MINISTRY OF INDUSTRY IN
YEMEN. SAUDI ARABIA: AL-RABIH REAL ESTATE DEVELOPMENT CO., ARAB PETROLEUM INVESTMENTS CORPORATION, HAMED A.
AL-ZAMIL & BROTHERS CO., IBIN KHALDOON CENTER FOR CONSULTING, ISLAMIC DEVELOPMENT BANK, JEDDAH CHAMBER OF COMMERCE, KING ABDUL AZIZ UNIVERSITY, KING FAHD UNIVERSITY OF PETROLEUM & MINERALS, KING FAISAL UNIVERSITY, KING SAUD
UNIVERSITY, MINISTRY OF INDUSTRY & ELECTRICITY, MODERN PLASTIC TECHNOLOGY, SADAFCO, SAUDI CONSULTING HOUSE, SAUDI
INDUSTRIAL DEVELOPMENT FUND, SETE TECHNICAL SERVICES, THE ARAB INVESTMENT COMPANY, UNICHEM, UNITED CARTON INDUSTRIES.
SYRIAN ARAB REPUBLIC: THE SYRIAN CONSULTING BUREAU. UNITED ARAB EMIRATES: ABU DHABI INVESTMENT COMPANY, AL KHALEEJ SUGAR
COMPANY, GENERAL INDUSTRY CORPORATION.

#### THE AMERICAS

ARGENTINA: AGENCIA DE DESARROLLO DE INVERSIONES, UNIVERSIDAD NACIONAL DE CUYO, CONICET, CONSULTORA BUENOS AIRES SUR S.R.L., DINPE, MINISTERIO DE ECONOMIA, UNIVERSIDAD DE CORDOBA, UNIVERSIDAD DE LA RIOJA, UNIVERSIDAD DEL COMAHUE. BOLIVIA: CAMARA DEPTAL. DE INDUSTRIA, CONPAC-ORURO, DESEC, UNIVERSIDAD DE SAN SIMON. BRAZIL: AQUINO CONSULTORES ASSOCIADOS, BANCO DO NORDESTE DU BRASIL, FUNCAMP, PROMO-EXPORT BAHIA, SECRETARIA DE TURISMO DO RN, USIMINAS. CANADA: MET-CHEM Inc.. CHILE: UNIVERSIDAD SAN SEBASTIAN, UNIVERSIDAD AUSTRAL DE CHILE. COLOMBIA: CAMARA DE COMERCIO DE CARTAGENA, CENPAPEL, CRIIT, ESCUELA COLOMBIANA DE INGENIERIA, UNIVERSIDAD AUTONOMA DE BUCARA-MANGA STELLA PARRA, UNIVERSIDAD EAFIT, UNIVERSIDAD NACIONAL DE COLOMBIA. COSTA RICA: FUNDEVI - UNIVERSIDAD DE COSTA. CUBA: MINISTERIO PARA LA INVERSION EXTRANJERA Y LA COLABORACION ECONOMICA. ECUADOR: INECEL, INSTITUTO ECUATORIANO DE ELECTRIFICACION. EL SALVADOR: MINISTERIO PARA LA INVERSION EXTRANJERA Y LA COLABORACION ECONOMICA. ECUADOR: INECEL, INSTITUTO ECUATORIANO DE ELECTRIFICACION. EL SALVADOR: MINISTERIO DE ACUADOR: MINISTERIO DE ECONOMIA Y COMERCIO. JAMAICA: JAMPRO JAMAICA PROMOTIONS CORPORATION, MONA INSTITUTO E DE DEVELOPPEMENT: HONDURAS: MINISTERIO DE ECONOMIA Y COMERCIO. JAMAICA: JAMPRO JAMAICA PROMOTIONS CORPORATION, MONA INSTITUTO EO BUSINESS, UNIVERSITY OF THE WEST INDIES. MEXICO: ITESM, UNIVERSIDAD AUTONOMA DE YUCATAN. NICARAGUA: UNIVERSIDAD NACIONAL DE INGENIERIA, GOLDEN MARITIME RESOURCES. PARAGUAY: MINISTRY OF INDUSTRY & COMMERCE. PERU: BANCO SUDAMERICANO, INVERSIONES COFIDE, MINISTERIO DE ASUNTOS EXTERIORES, PONTIFICIA UNIVERSIDAD CATOLICA DEL PERU, UNIVERSIDAD DE LIMA, UNIVERSIDAD DEL PACIFICO, UNIVERSIDAD PRIVADA DE TACNA, UNIVERSIDAD PRIVADA DEL NORTE. SURINAME: ADEK UNIVERSITY. TRINIDAD AND TOBAGO: DEVELOPMENT FINANCE LIMITED. UNITED STACKA, UNIVERSIDAD PRIVADA DEL NORTE. SURINAME: ADEK UNIVERSITY. TRINIDAD AND TOBAGO: DEVELOPMENT FINANCE LIMITED. UNITED STACKA, UNIVERSIDAD PRIVADA DEL NORTE. SURINAME: ADEK UNIVERSITY. UNIVERSIDAD PRIVAD

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