

**Contract Purchase Agreement No. ....**

**between**

**the International Atomic Energy Agency**

**and**

\_\_\_\_\_

**concerning**

**Provision of HP Managed Print Services**

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This Contract Purchase Agreement (the Agreement) is made between the International Atomic Energy Agency ("IAEA") whose address is Vienna International Centre, Wagramerstrasse 5, P.O. Box 100, A-1400 Vienna, Austria, and \_\_\_\_\_ (hereinafter referred to as the "Contractor") whose address is \_\_\_\_\_. Hereinafter, the IAEA and the Contractor are also referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the IAEA desires to procure goods and services from the Contractor during the period of validity of this Agreement; and

WHEREAS, pursuant to the IAEA's Request for Proposal (RFP) No. 459305-YG for the procurement of HP Managed Print Services, the offer of the Contractor was accepted.

NOW, THEREFORE, the IAEA and the Contractor hereby agree as follows:

### **Article 1**

#### **Scope of Work**

1. The Contractor shall supply/provide the IAEA, as and when ordered, the goods and/or services described in Annex B ("Statement of Work") at the price/prices stipulated in Annex C ("Contractor's Proposal") for the period of validity of the Agreement, as indicated in Article 4 below.
2. Any request by the IAEA shall be made by Purchase Order(s) issued by the IAEA.
3. The IAEA does not warrant that it will purchase any minimum quantity/volume of goods and/or services during the period of validity of this Agreement.
4. Any order made by the IAEA under this Agreement shall be governed by Annex A ("IAEA General Conditions of Contract"), Annex B ("Specification") and Annex C ("Contractor's Proposal"). In the event of discrepancies between the terms and conditions in the of the annexes, precedence should be given in accordance with the alphabetical order.

## **Article 2**

### **Delivery and Lead Times**

1. The Contractor undertakes to deliver the goods and/or provide the services within \_\_\_\_\_ weeks after the receipt of an IAEA Purchase Order. In the event of unforeseen delays, the Contractor shall immediately notify the IAEA's Office of Procurement Services by e-mail and indicate the estimated time of delivery.
2. All unit prices stipulated in the Annex to this Agreement are based on Incoterms 2010. The applicable delivery terms are defined in Annex C ("Contractor's Proposal").
3. Partial delivery of the goods, equipment or services under an individual Purchase Order shall not be permitted, unless agreed and authorized by the IAEA.
4. The delivery of replacement parts and removal of the original faulty parts during the warranty period shall be made at the expense of the Contractor (non-applicable to services).

## **Article 3**

### **Changes in Conditions**

In the event of any advantageous technical changes and/or downward pricing of the goods and/or equipment and/or services specified in the Annex to this Agreement during the duration of this Agreement, the Contractor shall notify the IAEA immediately. The IAEA shall consider the impact of any such event and may request an amendment of the Agreement.

## **Article 4**

### **Entry into Force**

1. This Agreement shall enter into force upon the last signature by the representatives (hereinafter referred to as "Entry into Force") and shall remain valid and in force until \_\_\_\_\_ ("Expiry Date"). *(the first contractual term is planned for twenty-four (24) month period)*
2. The IAEA has the option to extend the Agreement for one (1) further twenty-four (24) month period and one (1) twelve (12) months periods under the same terms and conditions as those of this Agreement. The optional extensions will be implemented through a written Extension Acknowledgment to the Contractor by the IAEA.

**For the International Atomic Energy Agency**

**For .....:**

(the Contractor)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name and title)

\_\_\_\_\_  
(name and title)

\_\_\_\_\_  
(place and date)

\_\_\_\_\_  
(place and date)