



United Nations Population  
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DATE

**TRILATERAL AGREEMENT  
AMONG  
THE UNITED NATIONS POPULATION FUND,  
KIT SUPPLIER NAME (LONG TERM AGREEMENT NO. XXX)  
AND  
MHM PRODUCT SUPPLIER NAME (LONG TERM AGREEMENT NO. YYY)**

**CONCERNING PURCHASE OF MENSTRUAL HEALTH MANAGEMENT PRODUCTS FOR INCLUSION IN  
DIGNITY KITS**

This Trilateral Agreement is hereby established among the United Nations Population Fund, KIT SUPPLIER NAME and MHM PRODUCT SUPPLIER NAME concerning the purchase of menstrual health management (MHM) products (under Long Term Agreement No. XXX) for inclusion in Dignity Kits (under Long Term Agreement No. YYY).

1. The Parties agree that UNFPA will issue Purchase Orders to KIT SUPPLIER NAME for supply of Dignity Kits ("DK") and related services, including menstrual health management (MHM) products from MHM PRODUCT SUPPLIER NAME to be included in the Kits.
2. Purchase Orders for MHM products to be included in Dignity Kits will be issued by KIT SUPPLIER NAME directly to MHM PRODUCT SUPPLIER NAME within 5 (five) working days, from receipt of a written confirmation from UNFPA.
3. All Purchase Orders issued by KIT SUPPLIER NAME on behalf of UNFPA shall be governed by the Terms and Conditions of the LTA No. XXX, including UNFPA's General Conditions of Contract.
4. In accordance with the LTA No. YYY, the MHM PRODUCT SUPPLIER NAME will ensure that products supplied for inclusion in Dignity Kits are recently produced, with a minimum of 75% shelf life at time of receipt by KIT SUPPLIER NAME. Likewise, KIT SUPPLIER NAME is responsible for ensuring that goods are received in consonance with the LTA.



5. MHM PRODUCT SUPPLIER NAME will offer a standard lead time of 4 (four) weeks for Purchase Orders issued by KIT SUPPLIER NAME on behalf of UNFPA.
6. The Parties agree that MHM PRODUCT SUPPLIER NAME will invoice KIT SUPPLIER NAME directly, in accordance with the Terms and Conditions set forth in the LTA No. YYY, including UNFPA's General Conditions of Contract.
7. Payment to MHM PRODUCT SUPPLIER NAME will be made directly by KIT SUPPLIER NAME, within 30 (thirty) days from presentation of the documents detailed in LTA No. YYY and in compliance with UNFPA's standard payment terms.
8. KIT SUPPLIER NAME will invoice UNFPA for the Dignity Kits and related services, including the MHM products purchased from MHM PRODUCT SUPPLIER NAME, in accordance with the Terms and Conditions set forth in LTA No. XXX, including UNFPA's General Conditions of Contract.
9. Payment to KIT SUPPLIER NAME will be made by UNFPA within thirty (30) days, from presentation of the documents required in LTA No. XXX, together with a copy of MHM PRODUCT SUPPLIER NAME invoice.
10. This Trilateral Agreement is subject to the validity of LTA No. XXX and No. YYY and shall expire immediately upon termination of either Long Term Agreement.
11. Assignment
  - a. Except as provided in para b. below, the Parties may not assign, transfer, pledge or make any other disposition of the Trilateral Agreement, of any part of the Trilateral Agreement, or of any of the rights, claims or obligations under the Trilateral Agreement except with the prior written authorization of the other Parties. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the other Parties. Except as permitted with respect to any approved subcontractors, the Parties shall not delegate any of its obligations under this Trilateral Agreement, except with the prior written consent of the other Parties. Any such unauthorized delegation, or attempt to do so, shall not be binding on the other Parties.
  - b. Any Party to this Trilateral Agreement may assign or otherwise transfer the Trilateral Agreement to the surviving entity resulting from a reorganization of the Party's operations, provided that:
    - i. such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

- ii. such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Party's assets or ownership interests; and,
- iii. the Party promptly notifies UNFPA about such assignment or transfer at the earliest opportunity; and,
- iv. the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Trilateral Agreement, and such writing is promptly provided to UNFPA following the assignment or transfer.

## 12. Settlement of disputes

- a. Amicable Settlement: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Trilateral Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- b. Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Trilateral Agreement or the breach, termination, or invalidity thereof, unless settled amicably under para a. above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Trilateral Agreement, order the termination of the Trilateral Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Trilateral Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Trilateral Agreement, the arbitral tribunal shall have no



authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

13. Privileges and Immunities

Nothing in or relating to this Trilateral Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed in their respective names on the dates written below.

For and on Behalf of UNFPA		For and on Behalf of MHM PRODUCT SUPPLIER NAME	
Signature		Signature	
Name:		Name:	
Title		Title	
Date:		Date:	
For and on Behalf of KIT SUPPLIER NAME			
Signature			
Name:			
Title			
Date:			