

United Nations  Nations Unies

SHIP TO:
ATTN:

CODE:

PURCHASE ORDER NUMBER	AMENDMENT
DATE: TIME:	PAGE 1 / 3

BILL TO:

UNITED NATIONS CONTACT BUYER:

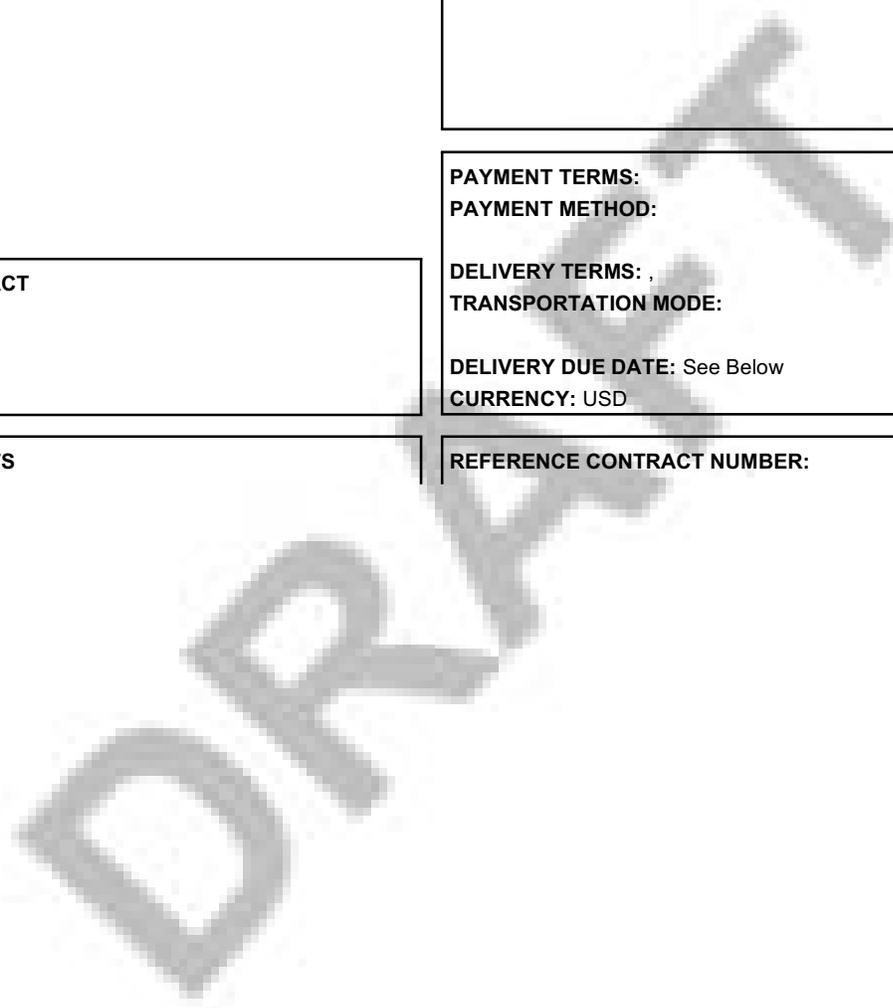
PAYMENT TERMS:
PAYMENT METHOD:

DELIVERY TERMS: ,
TRANSPORTATION MODE:

DELIVERY DUE DATE: See Below
CURRENCY: USD

PURCHASE ORDER TEXTS

REFERENCE CONTRACT NUMBER:



PURCHASE ORDER NUMBER	AMENDMENT
DATE: TIME:	PAGE 2 / 3

EXTENDED DESCRIPTION:

REFERENCE:

PRICE:

The total price payable by against this Purchase Order (PO) shall be USD 0.00. Price specified on this PO is NET and is exclusive of Value Added Tax (VAT).

DELIVERY TERMS:

Delivery Terms are (), which is also written as () as defined by INCOTERMS 2010, to the address shown above in the 'SHIP TO' address (unless otherwise indicated in this purchase order).

If so required under the Incoterms rule stated above, the Vendor shall arrange for, and shall bear and pay at its own expense all costs, charges and expenses associated with the transport and delivery as well as adequate insurance against loss of or damage during such transport and delivery. The time passage of such risks of loss and damage shall not be determinative of the time when ownership of the item(s) or any element thereof, passes to .

DOES NOT ACCEPT CASH-ON-DELIVERY (COD).

DELIVERY DUE DATE:

The Vendor shall deliver / provide the services, as applicable, the goods within the 'Delivery Due Date' stated on this PO. Unless authorized by , partial delivery will not be accepted

INVOICING:

Original Invoice, together with other related documents and supporting documentation as the UN may require, shall be sent to Finance Section at the 'BILL TO' address indicated above.

Invoice and other communications must refer to the PO Number i.e.

Invoice must have: unique No., date, complete details to effect bank transfer including bank name and address, bank account number, SWIFT code, beneficiary, IBAN and any other pertinent details.

Invoice shall be submitted in the same currency as indicated on the PO.

PAYMENT TERMS:

The standard payment terms of are after the receipt of (a) shipment in good condition, / satisfactory completion of services, as applicable, and final acceptance thereof by and (b) proper/correct invoice accompanied by other documents as specified on this PO, whichever is the later. shall have a reasonable time, after delivery, to inspect the goods / services and to reject acceptance of any item(s) not conforming to this PO.

acknowledges and agrees that the may withhold payment in respect of any invoice in the event that, in the opinion of the , has not performed its obligations in accordance with the terms of the Purchase Order, or if has not provided sufficient documentation in support of the invoice.

Payment will be made through in the PO currency.

 TO AVOID DELAYS IN PROCESSING PAYMENTS, THE VENDOR MUST INCLUDE COMPLETE AND CORRECT BANK DETAILS ON EACH INVOICE

SHIPPING INSTRUCTIONS:

The goods shall be properly packed suitable for the mode of shipment. Furthermore, the packing must be strapped to withstand any rough handling during the course of transportation to final destination.

Marking Instructions: Clearly mark on the outside of each carton or other type of packing/container the address shown in 'SHIP TO' address indicated above and the Purchase Order Number.

The shipment must be accompanied by an itemized Packing List and a copy of Invoice, which should clearly show its content, quantity, unit and total prices. In the Packing List, identify all item(s) shipped according to the item number(s) appearing on this PO.

receives the shipments on all working days 9:00 AM to 5:00 PM, Monday through Friday, except for the UN holidays. will not accept any

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PURCHASE ORDER NUMBER	AMENDMENT
DATE: TIME:	PAGE 3 / 3

shipment which will not comply with these requirements. No shipment will be received on any other day or time unless specifically authorized by .
 Shipment Notification: Vendor must contact at least (3) working days (Monday through Friday) prior to delivery, and must communicate the following: (a) Purchase Order Number (b) Exact Date and (c) Time of Delivery.

UNITED NATIONS GENERAL CONDITIONS:

United Nations General Conditions for Contract for the provision of Goods and Services, shall apply and form an integral part of this PO (refer to link http://www.un.org/Depts/ptd/pdf/general_condition_goods_services.pdf).

This Purchase Order may only be accepted by the vendor's signing and returning an acknowledgment copy of this Purchase Order or by timely delivery of the goods and/or service as herein specified.

Acceptance of this Purchase Order shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Purchase Order, including the United Nations General Conditions of Contract (UNGCC) for the Provision of Goods and Services, a copy of which is incorporated by reference into this purchase order and may be found on the website of the United Nations Procurement Division (http://www.un.org/depts/ptd/pdf/general_condition_goods_services.pdf) and agreed attachments, if any (herein collectively referred to as "This Contract").

No additional or inconsistent provisions proposed by the vendor shall bind the United Nations unless agreed to in writing by a duly authorized official of the United Nations.

A copy of the UNGCC may also be requested by contacting the United Nations Procurement Division, Office of the Director at the following email address: pd@un.org or alternatively you may send your request to Fax +1-212-963-9858 attention: United Nations Procurement Division, Office of the Director.

ACCEPTANCE BY THE VENDOR:

Upon receipt of this PO, Vendor shall sign/date and return the PO to Procurement Section by Fax or by email

QUERIES:

For any queries regarding this PO, please contact: , Fax or send an email to

TOTAL VALUE OF LINE ITEMS:
PURCHASE ORDER TOTAL:

FULL NAME: _____	SIGNATURE: _____
TITLE: _____	DATE: _____

PURCHASE ORDER TERMS AND CONDITIONS ACCEPTED ON BEHALF OF THE VENDOR:	
NAME & TITLE: _____	CONFIRMED DELIVERY DATE: _____
SIGNATURE: _____	DATE: _____

But

Cleared by the Office of Legal Affairs
UNHQ/NY January 2013

MODEL CONTRACT FOR THE PROVISION OF GOODS AND SERVICES

CONTRACT NO. [NUMBER]

BETWEEN

THE UNITED NATIONS

AND

[NAME OF CONTRACTOR]

FOR THE PROVISION OF [TYPE OF GOODS AND SERVICES]

This document is intended to be a generic model contract for the procurement of goods and services. This model contract has been prepared to ensure that United Nations contracts for the procurement of goods and services maintain uniform provisions and to accommodate the Organization's need to operate globally and in multiple legal systems. The particular terms, conditions, and circumstances of a procurement action may require the addition, deletion, or modification of certain provisions, in consultation with OLA, as appropriate. Accordingly, when preparing a contract between the Organization and a supplier of goods and services based on this document, careful attention should be paid when modifying the terms and conditions set forth herein to ensure that such terms and conditions are relevant to the particular procurement exercise concerned, reflect the essential requirements for the agreement between the parties and are consistent with the balance of the document.

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CONTRACT NO. PD/C0[____]/[__]

BETWEEN

THE UNITED NATIONS

AND

[NAME OF CONTRACTOR]

FOR THE PROVISION OF [DESCRIBE GOODS AND SERVICES]

This Contract is entered into between the United Nations, an international, inter-governmental organization founded by its Member States pursuant to the Charter of the United Nations, signed in San Francisco on 26 June 1945, and having its Headquarters in New York, N.Y. 10017, U.S.A. (the “United Nations” or the “UN”) and [name of Contractor], a [type of entity] organized under the laws of [jurisdiction], and having its principal office at [address] (the “Contractor”). The United Nations and the Contractor are collectively referred to herein as the “Parties,” and each individually as a “Party.”

WITNESSETH

WHEREAS, the United Nations wishes to purchase [type of goods] and to engage the Contractor to provide [description of services] [on a non-exclusive basis] in accordance with the terms and conditions set forth in this Contract (as defined below);

WHEREAS, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such goods and services in accordance with the terms and conditions set forth in this Contract;

[**WHEREAS**, [any other relevant background information appropriate for placing the Contract in proper context]; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

1.1 This document, together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made part hereof, constitute the entire contract between the UN and the Contractor for the purchase of [type of goods] and the provision of [description services] (the “Contract” or this “Contract”):¹

¹ OLA recommends against incorporating the UN’s solicitation document (e.g., RFP, ITB, RFQ) and the Contractor’s proposal/bid as contract documents insofar as the former contains matters of an administrative and not a contractual nature, and the Contractor’s proposal/bid may contain provisions which are either contrary to the UN’s privileges and immunities and/or contain the Contractor’s caveats or proposed changes which contradict the UN’s requirements as described in the UN’s solicitation document. In some cases, the Organization may have no choice other than to reference the UN’s solicitation document and Contractor’s proposal/bid in order to

Annex A:	United Nations General Conditions of Contract – Contracts for the Provision of Goods and Services (the “General Conditions”);
Annex B:	Document setting forth the description of the Services to be performed clearly evidencing the UN’s requirements (the “Statement of Work”) and the description of the goods to be procured clearly evidencing the UN’s requirements (the “Specifications”) and ² ;
[Annex C:]	[Price and Fee schedule (the “Price and Fee List”)] ³ ;
[Annex D:]	[Form of Performance Security]; [and]
[Annex E:…]	[other Annexes] ⁴ .

1.2 The documents comprising this Contract are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

- 1.2.1 First, this document;
- 1.2.2 Second, Annex A;
- 1.2.3 Third, Annex B;
- [1.2.4] [Fourth, Annex C;]
- [1.2.5] [Fifth, Annex D;] [and]

successfully conclude a contract with a particular Contractor. In such cases, the UN’s solicitation document and the Contractor’s proposal/bid should be listed separately and provide that these documents are referred to only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations. In those cases, the following provision could be included at the end of Article 1.1:

“The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations: (a) United Nations [Request for Proposals (RFPS-xxxx) // Invitation to Bid (ITB-xxxx)] dated [date], as amended by Amendment[s] No.xxx dated [date[s]]; and (b) the Contractor’s technical and financial proposals in response to [RFPS-xxxx // ITB-xxxx], dated [date], as clarified by (i) the UN’s Request for Technical Clarification, dated [date]; and (ii) the Contractor’s Clarification Responses for [RFPS-xxxx // ITB-xxxx], dated [date]. The documents referred to in this Article 1.1 are not attached hereto but are known to, and in the possession of, the Parties.”

² A document setting forth the Goods and Services to be procured and the description for same, clearly evidencing the UN’s requirements should be included as a separate Annex even if the UN’s solicitation document and/or the Contractor’s proposal/bid are listed as aids in interpretation of the rights and obligations of the Parties. It is important that such a document is updated as of the time the Contract is signed, in order to accurately reflect the proposed arrangement.

³ If the relevant pricing and fees for the Goods and/or Services are not fully described in Article 5.1, a Price and Fee List should be included as a separate Annex.

⁴ Include as additional Annexes other documents that are relevant to the terms and conditions of the Contract (*e.g.*, forms of documents called for in the Contract such as forms of Performance Security (*e.g.*, standby letter of credit, independent bank guarantee), or form of Order, *etc.*). If the Goods and/or Services will be requested via Order form, then the form of the Order should be included as an Annex.

[1.2.6...] [other Annexes].⁵

1.3 This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any notice, document or receipt issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Contract shall prevail.

1.5 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 17 (Settlement of Disputes) and Article 18 (Privileges and Immunities) of the General Conditions.

ARTICLE 2 EFFECTIVE DATE; TERM OF CONTRACT [OBJECTIVE AND SCOPE OF CONTRACT]⁶

2.1 This Contract shall take effect on [date]/[the date both Parties have signed this Contract, or if the Parties have signed it on different dates, the date of the latest signature]⁷ (the “Effective Date”).

2.2 This Contract shall remain in effect until [date]/[for a period of time] from the Effective Date], unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”). [The United Nations may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [number] additional period[s] of up to [time period] each (the “Extended Term”). The UN shall provide a written notice of its intention to do so at least [number] days prior to the expiration of the then Initial Term.]

[2.3... any relevant provisions regarding the objective or scope of the Contract]

ARTICLE 3 REPRESENTATIONS AND WARRANTIES; RESPONSIBILITIES OF THE CONTRACTOR; PERSONNEL

Representations and Warranties

3.1 The Contractor represents and warrants that:

⁵ Modify order of priority of Annexes after the General Conditions, as appropriate, provided, however, the General Conditions should prevail over all other Annexes.

⁶ If appropriate, insert, as Article 2.3, description of the objective and/or scope of the Contract.

⁷ If the Contract becomes effective on the date both Parties have signed the Contract, PD should ensure that the Parties’ signatures are dated, since the absence of the dates leads to ambiguity as to when the Contract takes effect. Alternatively, depending on the Contract, the Effective Date can be a date certain.

- 3.1.1 it is duly organized, validly existing and in good standing;
- 3.1.2 it has all necessary power and authority to execute and perform this Contract;
- 3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
- 3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
- 3.1.5 all of the information it has provided to the UN concerning provision of the Goods and Services pursuant to this Contract is true, correct, accurate and not misleading;
- 3.1.6 it is financially solvent and is able to provide the Goods and Services to the UN in accordance with the terms and conditions of the Contract; and
- [3.1.7... any other relevant representations and warranties regarding the Contractor that are appropriate]

Responsibilities of the Contractor

3.2⁸ [The Contractor shall supply to the UN the goods as described in the Specifications (the “Goods”), in the quantities and at the times specified in the Specifications and conforming to the terms and conditions of this Contract.]

3.2⁹ [The Contractor shall supply to the UN [total quantity] [a minimum of [amount] of] [and up to a maximum of [amount] of] goods as described in the Specifications (the “Goods”), conforming to the terms and conditions of this Contract. The Contractor shall supply the Goods only upon issuance by the UN of duly executed Goods Orders (as defined below) in accordance with this Contract. Each supply of Goods shall be in the quantities and at the times specified in the relevant Goods Order and shall in all other respects be in accordance with the requirements set forth in this Contract and such Goods Order.¹⁰ [The Parties agree and understand that the UN shall not be obligated to exceed the minimum quantity(ies) of Goods specified in this Article 3.2.]¹¹

⁸ This version of Article 3.2 is to be used where the Contractor is to supply specific quantities of Goods and the quantities and times of supply are specified in the Contract or its Annexes.

⁹ This version of Article 3.2 (including sub-articles 3.2.1 and 3.2.2) is to be used when the Contractor is to supply the Goods under the Contract by means of Orders, as in “requirements” or “systems” contracts.

¹⁰ See “Guide to the United Nations General Conditions of Contract: Commentary and Utilization in UN Procurement Activities,” paragraph 37, under “A Note Concerning ‘Requirements’ Contracts”, advising that such contracts specify a minimum quantity of goods to be ordered by the Organization, especially where the Organization does not commit to deal with the Contractor as its exclusive supplier.

¹¹ This sentence should be included only when Article 3.2 specifies a minimum quantity, but the UN does not commit to exceed that quantity.

3.2¹² [The Contractor shall [perform/provide to the UN] [detailed description of services (if appropriate, by reference to other contract documents, e.g., the Statement of Work] (the “Services”) in accordance with the terms and conditions of this Contract.]

3.2¹³ [The Contractor shall [perform/provide to the UN] [detailed description of services (if appropriate, by reference to other contract documents, e.g., the Statement of Work] (the “Services”) in accordance with the terms and conditions of this Contract. The Contractor shall perform the Services only upon issuance by the UN of duly executed Services Orders (as defined below) in accordance with the requirements set forth in this Contract and such Services Order.]¹⁴

[3.3 The Parties acknowledge that nothing in this Contract commits, or shall be construed as committing, the UN to deal with the Contractor as an exclusive or sole-source supplier of the Goods or the Services.¹⁵]

[3.4 In the event that an Order (as defined below) or Order Form does not contain all information required to fulfil the Order, the Contractor shall promptly contact the UN by [means of transmission].]¹⁶

3.5 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the delivery of the Goods and the performance and completion of the Services under this Contract.

Delivery of Goods

3.6 [Any special packing and marking requirements in addition to those in Article 5.3 (Packaging of the Goods) of the General Conditions]. [The Contractor shall not be entitled to any additional compensation for packing or marking the Goods.]]

3.7 The Contractor shall deliver the Goods [[specify appropriate Incoterm, location and freight forwarding agent, if any] (INCOTERMS 2010),]¹⁷ [in accordance with the Incoterm (INCOTERMS

¹² This version of Article 3.2 is to be used where the Contractor is to perform the Services as specified in the Contract or its Annexes.

¹³ This version of Article 3.2 is to be used when the Contractor is to perform the Services under the Contract by means of Orders.

¹⁴ See “Guide to the United Nations General Conditions of Contract: Commentary and Utilization in UN Procurement Activities,” paragraph 37, under “A Note Concerning ‘Requirements’ Contracts”, advising that such contracts specify a minimum quantity of Services to be ordered by the Organization, especially where the Organization does not commit to deal with the Contractor as its exclusive supplier.

¹⁵ See “Guide to the United Nations General Conditions of Contract: Commentary and Utilization in UN Procurement Activities”, paragraph 37, under “A Note Concerning ‘Requirements’ Contracts”, explaining the general practice of including this non-exclusivity provision and the exception to this practice noted therein.

¹⁶ This Article should be used only when the UN is to order Services from the Contractor by means of Orders.

¹⁷ INCOTERMS, which were first adopted by the International Chamber of Commerce (“ICC”) in 1936, are standardized and widely-recognized trade terms to be included by agreement of the parties in contracts for the sale of goods. INCOTERMS have been revised and up-dated several times since then to reflect changing commercial practices. Therefore, in using INCOTERMS in a sales contract, it is important to specify which version is used. Failure to do so could result in a dispute as to which version the parties intended.

Each INCOTERM encompasses rules setting forth the specific obligations of the seller and buyer, respectively, and the allocation of risks and costs, under that term. These rules are set forth in the ICC’s publication, *Incoterms 2010 – ICC rules for the use of domestic and international trade terms*, ICC Publication No. 715. That publication also contains Guidance Notes and other valuable information

2010) and to the location and freight forwarding agent, if any, designated by the UN in the Goods Order¹⁸], in accordance with the terms and conditions of this Contract [and with the other instructions specified in the relevant Goods Order¹⁹]. The Contractor shall make delivery [no later than [date]] [within [time period] after the Effective Date][by the time specified in the relevant Order, or, if no such time is specified, within [time period] after receipt of the Goods Order].

3.8 The Contractor shall provide the UN with written evidence of delivery to [location and freight forwarding agent specified [above] [in the Goods Order²⁰]]. Such evidence of delivery shall, at a minimum, consist of an invoice, a certificate of conformity and other supporting shipment documentation (such as airway bills, bills of lading and commercial invoices) customarily utilized in the trade [or as may otherwise be specified in the Goods Order²¹]²²].

3.9 Partial deliveries of Goods shall not be accepted unless prior written approval for such partial delivery has been given by the UN to the Contractor.

Performance of Services

3.10 The Contractor and its Personnel (as defined below) shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards accorded to professionals providing similar services in a similar industry.

3.11 The Contractor acknowledges that [(i)] the UN shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein [and (ii) the UN makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services].

[3.12 The Contractor shall at all times keep the premises free of accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, the Contractor shall remove all its waste materials, rubbish, tools, equipment, machinery and surplus materials from, on and around the premises. If the Contractor fails to clean up the premises upon the completion of the Services, the UN may do so, and the Contractor shall be liable for the costs thereof.]²³

3.13 In addition to its obligations under Article 26 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and national labor laws, ordinances, rules, and regulations pertaining to the employment of national and international staff in connection with the Services in [country where Services will be

concerning the use of INCOTERMS. As with previous versions, INCOTERMS 2010 may be varied by agreement of the parties. However, the introduction to INCOTERMS 2010 cautions that, "to avoid any unwelcome surprises, the parties would need to make the intended effect of such alterations extremely clear in their contract."

¹⁸ Use the indicated wording in contracts where the UN orders the Goods by means of Orders.

¹⁹ Use the indicated wording in contracts where the UN orders the Goods by means of Orders.

²⁰ Use the indicated wording in contracts where the UN orders the Goods by means of Orders.

²¹ Use the indicated wording in contracts where the UN orders the Goods by means of Orders.

²² Use the indicated wording in contracts where the UN orders the Goods by means of Orders.

²³ This Article should be used in contracts for on-site Services.

performed and where the Contractor is incorporated, if applicable], including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.²⁴

Personnel

3.14 Without limiting and further to Articles 2.1 and 2.2 of the General Conditions, the Contractor shall supervise and be fully responsible and liable for all Services performed by its personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors' personnel, employees, officials, agents, servants and representatives) ("Personnel") and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel performing Services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of moral and ethical conduct.

3.15 Without limiting and further to the General Conditions, the Contractor shall be fully responsible and liable for, and the UN shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article 3.15 do not lapse upon expiration or termination of this Contract.

3.16 Without limiting and in addition to Article 2.6 of the General Conditions, the Contractor shall ensure that its Personnel abide by all security regulations, policies and procedures of the United Nations.

3.17 Without limiting and further to Article 7 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 3[, and Article [Article 6,] below, the Contractor shall ensure that all of its Personnel performing the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract.

[3.18 The Contractor shall perform the Services using the personnel listed as key personnel below:
[List]
(collectively, the "Key Personnel").]²⁵

[3.19 any other provisions regarding the Contractor's personnel (e.g., designation of managers, liaisons or points of contact that are appropriate.)

[ARTICLE 4] [GOODS ORDERS AND SERVICE ORDERS]²⁶

[4.1 The UN shall issue to the Contractor, from time to time during the [Initial Term][and the Extended Term]:

²⁴ Insert references to any specific applicable standards.

²⁵ Insert list of Key Personnel if required.

²⁶ This Article should be included only if the Services will be ordered by Orders.

4.1.1 Orders in the form set out at Annex [___], setting out the quantities [and types] of Goods required and other instructions for the delivery of Goods (each, a “Goods Order”);

4.1.2 Orders in the form set out at Annex [___], setting out the [types] of Services required and other instructions for the performance of Services (each, a “Service Order”).

[4.2 No Goods Order or Service Order (collectively, the “Order”) shall be valid unless authorized and signed by a duly authorized UN official. Each Order shall, at a minimum, make reference to this Contract, and indicate in Goods Orders, as applicable, the quantities [and type(s)] of Goods ordered, [unit price(s) and] total price of Goods being ordered, time of delivery, and destination; and in Service Orders, as applicable, the type of Services ordered, the applicable [rates]/[fees] [and total fee for the Services being ordered, schedule for performance, and other relevant details. The Orders shall be transmitted to the Contractor by [means of transmission] [other details of Order transmittal and acknowledgment].

[4.3 All Orders issued by the UN pursuant to this Contract, and all Goods supplied and Services performed by the Contractor pursuant to such Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of an Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.]

[4.4 The Contractor shall promptly acknowledge receipt of each Order, and the date of its receipt, by [manner of confirmation]]. Any failure by the Contractor to provide such acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.

[4.5 The Contractor shall accept changes to or cancellations of Orders by the UN without penalty or charge, provided the UN provides written notice of such change or cancellation not later than [number] days [following issuance of the Order] [prior to the scheduled delivery date of the Goods][prior to the scheduled performance date of the Services.]

ARTICLE 5 PRICE AND FEES; PAYMENT

5.1 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, the UN shall pay the Contractor, in the case of the Goods, [currency][amount in words and figures] per unit][as set forth in the Price and Fee List][a total fixed price of [currency][amount in words and figures] for all of the Goods]. In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, the UN shall pay the Contractor, in the case of the Services, [insert either option]: (1) [a total fixed fee of [currency][amount in words and figures][in instalments of [___]]] as set forth [below:]/[in the Price and Fee List.] or (2) [fees for the provision for the Services at the rates as set forth [below:]/[in the Price and Fee List.]. Without prejudice to or limiting the provisions of Article 19 (Tax Exemption) of the General Conditions, all such prices and fees shall include all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by

any authority or entity.²⁷ [The price of the Goods and [fees/rates] for the Services shall remain firm and fixed during the Initial Term [and the Extended Terms] of the Contract.²⁸][With respect to the Extended Terms, any increase in the rate for the Extended Terms shall be [number in words and figures]% of the existing rates set forth in this Section 5.1.²⁹]

5.2 The Contractor shall submit to the UN an original copy of its invoices for all Goods supplied and Services performed in accordance with this Contract, together with such supporting documentation as the UN may require, as follows: [requirements on submission of invoices]. The Contractor's invoice(s) shall specify, at a minimum, a description of the Goods (in accordance with the Specifications) and Services performed (in accordance with the Statement of Work), and in the case of Goods, [the unit prices] [and] [total price] in accordance with the Price and Fee List, and in the case of the Services [the applicable fees] [and] [total fee] for the Services in accordance with the Price and Fee List [and the Order to which the invoice relates. Unless otherwise authorized in writing by the UN, each invoice submitted shall relate to only one Order.]

5.3 [Except as hereinafter provided,³⁰] [p]ayments under this Contract shall be made to the Contractor [thirty (30) days] from receipt of the Contractor's invoice and supporting documentation and certification by the UN that the Goods and/or Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract [and the Order to which the invoice relates], unless the UN disputes the invoice or a portion thereof. Payments shall be made by [description of payment instructions]. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

Name of Bank: _____
 Bank Address: _____
 Bank ID: _____
 (SWIFT/BIC for non-US bank and ABA number for US bank)

Account No. _____
 Or IBAN: _____
 (IBAN if the bank is within EU/EEA)

²⁷ From recent commercial claims against the Organization that resulted in arbitration, OLA has seen that including a "not to exceed" amount in a contract can be detrimental to the legal interests of the Organization, as contractors have argued that such a not to exceed value gives them a right to expect payment of the full amount, whether the Organization has ordered and received all specified Services or not. In this regard, Financial Rule 105.18(a)(iii) requires specification of the "contract [price] or unit price". Thus, because Financial Rule 105.18(a)(iii) allows written contracts to specify either contract prices or unit prices, merely specifying unit prices without specifying the entire contract price would be sufficient to comply with Financial Rule 105.18(a)(iii) and, indeed, may be appropriate in many cases. In other cases, it may be appropriate to specify the maximum contract price together with unit prices. It is typically useful in contracts where the price is "fixed" or "capped" to include in such contracts a fixed contract price or a maximum contract price. In such cases, by setting a cap (a ceiling or an upper limit) on the contract price, the Contractor bears the risk of cost overruns. In those instances, the inclusion of a fixed price or capped amount limits the UN's potential financial liabilities. In cases where contract price is fixed or capped, rather than using the term NTE or Not to Exceed Amount to describe the agreed upon commercial arrangement, we would recommend using terms such as "maximum contract price", "capped amount" or "fixed contract price."

²⁸ This sentence should be included only if applicable to the Initial Term and/or the Extended Term. Note that if the price is a fixed price (or fee), this fixed price (or fee) should apply for both the Initial Term as well as the Extended Term.

²⁹ This sentence should be included only if applicable to the Extended Term, and only where the price is based on a rate (as opposed to a fixed fee). Please insert appropriate percentage.

³⁰ These words should be included only if a retention of payments clause is added.

BSB: _____
Bank account

Title/name: _____

Currency of
Payment: _____

Currency of
Bank Account: _____

Type of
Account: _____
(indicate if Checking or Savings)

Routing
Instructions: _____
(if necessary)

5.4 [The UN shall be entitled to a discount of [amount in words and figures]% on the amount of any invoice, or portion thereof, which is paid in accordance with Article 5 within [number] days from receipt of the Contractor's written invoice, supporting documentation and certification by the UN that the Goods and/or Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract.]³¹

5.5 [To ensure proper performance of the Contract and without prejudice to any other rights of the UN in the Contract, the UN shall retain [amount]% of each invoice issued by the Contractor, except for the Contractor's final invoice ("Retainage"). The UN shall pay the Contractor the Retainage within thirty (30) days after the expiration of the [Initial Term][Extended Term], provided the UN has certified that all Goods and/or Services referenced in all invoices have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract.]³²

5.6 The Contractor acknowledges and agrees that the United Nations may withhold payment in respect of any invoice in the event that, in the opinion of the United Nations, the Contractor has not performed in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

5.7 If the United Nations disputes any invoice or a portion thereof, the United Nations shall notify the Contractor accordingly, including a brief explanation of why the United Nations disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, the United Nations shall pay the Contractor the amount of the undisputed portion in accordance with Article 5.3 above. The United Nations and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, the United Nations shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

³¹ This Article should be included only if there are any prompt payment discount.

³² This Article should be included only if there are any retention of payments.

5.8 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that the UN may have under this Contract, the UN shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off, against any amount payable by the UN under this Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by the UN to the Contractor) owing by the Contractor to the UN hereunder or under any other contract or agreement between the Parties. The UN shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

5.9 Payments made in accordance with this Article shall constitute a complete discharge of the UN's obligations with respect to the relevant invoices or portions thereof.

5.10 Payments effected by the UN to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by the UN of the Contractor's performance.

5.11 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by the UN in connection with a dispute.

[ARTICLE 6]³³
[INSURANCE]

[Consult with Insurance and Disbursement Section, as appropriate, regarding the sufficiency of Article 7 (Insurance and Liability) of the General Conditions, for the particular contract, and include here any special or additional provisions as advised by Insurance and Disbursement Section, including thresholds for insurance policies.]

[Additional Insurance Provisions]: In addition to Article 7 (Insurance and Liability) of the General Conditions, the Parties acknowledge and agree that the provisions of this Article [[Article 6] shall also apply.

6.1 [Professional Liability Insurance]: The Contractor shall obtain and shall maintain a professional liability insurance policy with a minimum [currency][amount in words and figures] per occurrence limit for claims that may arise out of the performance of the services by the Contractor under this Contract. [Such policy shall be maintained for a period of not less than 2 years following the termination of this Contract.]]

6.2 [Financial Institution Bond]: The Contractor shall maintain a financial institution bond including computer crime, and professional liability insurance, with a minimum [currency][amount in words and figures] per occurrence limit (the "Financial Institution

³³ This Article should be included only if there are any special or additional provisions in addition to or different from those in Article 7 (Insurance and Liability) of the General Conditions. If there are no such special or additional provisions, omit this Article 6.

Article 7.7 of the General Conditions requires that, prior to the commencement of any obligations under the Contract, the Contractor must provide the UN with evidence, in the form of certificate of insurance or such other form as the UN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. Accordingly, PD should ensure that such certificates are provided by the Contractor prior to the commencement of any obligations under the Contract.

Bond”) for claims that may arise out of the performance of the services by the Contractor under this Contract. The Financial Institution Bond shall include coverage on a global basis for the following: employee fidelity, on-premises and in-transit losses, forgery or alteration, securities loss, counterfeit currency and computer crime (including facsimile, voice-initiated transfer and electronic payment instructions). The United Nations shall be named as a loss payee.]

- 6.3 [Cyber Risk Insurance]: The Contractor shall obtain and shall maintain insurance coverage for comprehensive cyber risk (or comparable) coverage with a minimum [currency][amount in words and figures] per occurrence limit for claims that may arise out of the performance of the Services by the Contractor under this Contract, including coverage for liability exposures arising from internet, e-mail and other communications tools. Cyber risk insurance should cover claims for, including but not limited to, network security breaches, information asset coverage and data corruption, loss of use of the systems, resulting and contingent business interruption, and cyber terrorism. The UN should be granted additional insured status under the policy.
- 6.4 [General Liability Insurance]: For the purpose of Article 7.2.3 of the General Conditions, “adequate amount” shall mean a minimum [currency][amount in words and figures] for each and every occurrence and in the aggregate giving rise to such claims.
- 6.5 [Subcontractors]: The Contractor shall cause any subcontractors to maintain insurance coverages in line with provisions of this Article [[Article 6] hereof in adequate limits.]

[ARTICLE 7] [INSPECTIONS]

[7.1 Pre-Delivery Inspection:

7.1.1 The Contractor shall notify the UN when the Goods are ready for pre-delivery inspection. The UN or its designated inspection agents may inspect the Goods, at the Contractor’s cost, at [pre-delivery location], including analysis of the properties of the Goods and determination that the Goods comply with the applicable Specifications or other requirements of this Contract.

7.1.2 The UN or its designated inspection agents shall have the right to express their opinions in the event that they determine that any of the Goods are defective or do not comply with the applicable Specifications or other requirements of this Contract. The Contractor shall give full consideration to these opinions and take necessary measures to remedy such defects or non-compliance at its own expense within [time period] of being notified thereof.

7.1.3 The inspection and testing of the Goods undertaken by the UN or its designated inspection agents shall not substitute for the inspection and testing of the Goods upon delivery to the UN. The UN inspectors or designated agents shall not have the authority to sign any certificate regarding quality or compliance of the Goods with the applicable Specifications or other requirements of this Contract.

7.1.4 The Contractor shall provide the UN’s inspectors or designated inspection agents with working facilities, such as necessary technical documentation, drawings, testing tools and

apparatus. The Contractor shall deal with the necessary formalities for the UN's inspectors or designated inspection agents to enter and stay in [location] and shall arrange for their boarding, lodging, medical care and communications. The charges for such working facilities, necessary formalities, boarding, lodging, medical care and communications of UN's inspectors or designated inspection agents shall be borne by [the UN][the Contractor].

7.1.5 In the case of any Goods which are not manufactured by the Contractor, the Contractor shall, upon the UN's request, obtain from the manufacturer thereof inspection rights which are comparable to those set forth in Articles 7.1.1 to 7.1.4 above.

7.1.6 Neither inspection nor testing hereunder nor failure to undertake any such inspection or testing shall relieve the Contractor of any of its warranty or other obligations under this Contract.]³⁴

7.2 Post-Delivery Inspection:

7.2.1 Whether or not a pre-inspection of the Goods has been conducted, following receipt of any Goods, the UN or its designated inspection agents shall have the right to inspect the quantities and quality of the Goods and their compliance with the applicable Specifications and other requirements of this Contract, and to conduct analyses of the properties of the Goods in connection with the foregoing.

7.2.2 Neither inspection or testing hereunder nor failure to undertake any such inspection or testing shall relieve the Contractor of any of its warranty or other obligations under this Contract.]³⁵

[ARTICLE 8]³⁶

[RIGHT TO REJECT DEFECTIVE OR NON-CONFORMING GOODS]

[8.1 In addition to, and without limiting any rights or remedies set forth in Articles 5.7 and 5.8 (Rejection of Goods) of the General Conditions,]

ARTICLE 9

REVIEW; IMPROPER PERFORMANCE

9.1 The UN reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the Initial Term and Extended Terms of this Contract. The UN shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by the UN, at no cost or expense to the UN.

9.2 If any Services performed by the Contractor do not conform to the requirements of this

³⁴ This Article should be included only if the UN will be undertaking pre-delivery inspection.

³⁵ This Article should be included only if the UN will be undertaking post-delivery inspection.

³⁶ This Article should be included only if there are any rights or remedies in addition to or different from those in Articles 5.7 and 5.8 (Rejection of Goods) of the General Conditions. If there are no such additional rights or remedies, omit this Article 8.

Contract, without prejudice to and in addition to any of the UN's other rights and remedies under this Contract or otherwise, the UN shall have the following options, to be exercised in its sole discretion:

9.2.1 If the UN determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, the UN may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to the UN, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [number] days after receipt of the written request from the UN or within such shorter period as the UN may have specified in the written request if emergency conditions so require, as determined by the UN in its sole discretion.

9.2.2 If the Contractor does not promptly take corrective measures or if the UN reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, the UN may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of the UN obtains the assistance of other entities or persons, the Contractor shall cooperate with the UN and such entity or person in the orderly transfer of any Services already completed by the Contractor.

9.2.3 If the UN, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, the UN, at the UN's sole discretion, may terminate the Contract in accordance with, Articles 14.1 or 14.2 (second sentence) of the General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

9.3 Neither review or inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

[ARTICLE 10]³⁷
[SECURITY]

[10.1 The Contractor shall take reasonable measures to safeguard its Personnel, protect property and safeguard against sabotage, damage, loss and theft of all material, supplies, and equipment, including, without limitation, UN-furnished equipment and supplies. As used in this Contract, the term "UN-furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by the UN to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by the UN pursuant to Article 16.1, below.

10.2 The Contractor shall develop a security plan in consultation with the UN, including detailed procedures to cover evacuation, personnel, equipment, safeguarding of UN-furnished equipment and supplies, unlawful interference, baggage screening for carriage of weapons, explosives, narcotics and contraband, and prevention of sabotage. The Contractor shall submit such security plan to the UN within [number] days of the Effective Date. The UN reserves the right to examine procedures, methods and facilities used by the Contractor to provide security. The Contractor shall give due consideration to adjustments to such procedures or facilities as may be recommended by the UN. Nothing in the foregoing provisions, including inter alia the UN's examination of the Contractor's

³⁷ This Article may be included for Services that will be provided on-site at peacekeeping missions where security measures are necessary.

security plan or its making of recommendations regarding such security plan, shall limit or abrogate the obligations and responsibilities of the Contractor under this Contract to safeguard the safety and security of its Personnel, the Contractor's equipment and other property, UN-furnished equipment and supplies and Personnel's personal effects and other property.

10.3 The UN may, when feasible and appropriate in the sole opinion of the UN:

10.3.1 inform and, to the extent necessary, update the Contractor of its security regulations, policies and procedures;

10.3.2 provide the Contractor's Personnel with the necessary security passes and access to areas necessary for performance of this Contract; and

10.3.3 include the Contractor's Personnel in the UN security plan on the same terms that are offered to implementing partners of UN agencies, funds and programmes, provided, however, the level of security to be provided to the Contractor shall be consistent with the assessment of local conditions by the UN, but shall in no event exceed the level of security provided to UN staff in the mission area or relevant portion thereof.

10.4 Neither the United Nations nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor, its Personnel, the Contractor's equipment or other property or the Personnel's personal effects or other property during, in connection with or as a result of, the UN's or the Contractor's taking or failure to take any security measures provided for in this Article. Further (i) the Contractor shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against the United Nations, its officials, agents, and employees, in respect of, based on or in any way relating to the UN's or the Contractor's taking or failure to take such security measures; and (ii) without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless the UN, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to the UN's or the Contractor's taking or failure to take any such security measures.]

[ARTICLE 11]³⁸

[UN PROVIDED TRANSPORTATION AND SERVICES]

11.1 The UN agrees to allow, to the extent practicable as determined solely by the UN, the Contractor's Personnel and their personal effects to travel[, at no cost,] [on a cost reimbursable basis plus a UN administrative fee,] on UN-provided transportation within the mission area. In consideration of the Contractor's Personnel being permitted to travel on UN-provided transport (including medical evacuation), each such person shall sign a release from liability in the form attached hereto as Annex [], prior to such travel. The Contractor undertakes to obtain the signed release from each such person and to deliver the signed original to the UN prior to such person's initial use of any UN-provided transportation. The Contractor shall provide its own drivers for all Contractor-operated vehicles and shall ensure that all Personnel operating vehicles have a valid UN driver's licence as issued by the UN.

³⁸ This Article should be included for services provided on-site at peacekeeping missions.

11.2 The UN agrees to allow the Contractor's Personnel, to the extent practicable as determined solely by the UN, on a cost reimbursable basis plus a UN administrative fee, access to the UN's medical and hospital facilities in the event of an emergency or when their medical condition so requires. The UN also agrees, to the extent practicable as determined solely by the UN, and subject to the same standards applied by the UN to UN personnel, on a cost reimbursable basis plus a UN administrative fee, to assist with the medical evacuation of the Contractor's Personnel when, in the UN's sole discretion, their condition so requires. In consideration of the Contractor's Personnel being permitted to utilize such facilities or to receive such medical evacuation assistance, prior to their using any such facilities or receiving such medical evacuation assistance, each such person shall complete and sign the release from liability in the form attached hereto as Annex []. The Contractor undertakes to obtain the signed release from each such person and to deliver the signed original to the UN prior to such person's initial use of any such facilities or receipt of medical evacuation assistance. Without limiting Article 3 above, or Article 11.3 or 11.4 below, the UN does not warrant opinions given by medical personnel on the medical condition of the Contractor's Personnel, and the UN shall not be held liable therefor.

11.3 In the event the Contractor fails to deliver to the UN, signed release forms in accordance with Articles 11.1 and 11.2 above, without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless the UN and its officials, employees and agents from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or related to any services, facilities or medical evacuation assistance allowed or provided by the UN to Personnel pursuant to Article 11.1 and 11.2.

11.4 The Contractor acknowledges and agrees that any services, facilities or medical evacuation assistance allowed or provided by the UN to the Contractor's Personnel pursuant to Article 11.1 and 11.2, above, are solely for the convenience and benefit of the Contractor and its Personnel, and that, in consideration of the UN's allowing or providing such services, facilities or medical evacuation assistance, the Contractor:

11.4.1 recognizes that neither the United Nations nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor's Personnel during or as a result of the allowance or provision of such services, facilities or medical evacuation assistance, and

11.4.2 shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against the United Nations, its officials, agents, and employees, in respect of, based on or in any way relating to the allowance or provision of such services, facilities or medical evacuation assistance.

[11.5 The UN agrees to provide ...]³⁹

³⁹ Include description of any other facilities or assistance to be provided by UN (e.g., office space, utilities, equipment).

ARTICLE 12
LICENSES, PERMITS, AND OTHER AUTHORIZATIONS

12.1 The Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract [, including, without limitation, all entry/exit visas and work permits for its Personnel and customs clearances for equipment and material provided by the Contractor].

[ARTICLE 13]⁴⁰
[PERFORMANCE SECURITY]

[13.1 No later than [number] days following the Effective Date of the Contract, the Contractor shall provide to the United Nations, at the Contractor's sole cost and expense, performance security in the form of a [standby letter of credit]/[independent bank guarantee (first demand guarantee)] in accordance with the form set forth in Annex D hereto, or a similar instrument acceptable to the UN in its sole discretion, in the amount of [currency][number in words and figures] (the "Performance Security"). In the event that the relevant contract amount is materially increased, the UN shall have the right, at its sole option, to require a corresponding increase in the amount of the Performance Security, which the Contractor shall provide within [number] days following such request.

13.2 The Performance Security shall serve to secure the performance by the Contractor of its obligations in accordance with the terms and conditions of this Contract, and to provide a source of compensation for the United Nations for any failure by the Contractor to perform such obligations. If the Contractor fails to deliver the Performance Security to the UN within the time limit specified herein, the UN shall, without prejudice to any other rights or remedies, be entitled to withhold payment from any one or more invoices submitted by the Contractor up to the required amount of the Performance Security.

13.3 The Performance Security shall require the Issuer (as defined below) to deliver the money required by the United Nations immediately upon [for standby letter of credit, presentment to the Issuer of a draft]/[for independent bank guarantee (first demand guarantee), a first written demand by the United Nations] in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.

13.4 The Performance Security shall remain valid and in force until [date], subject to extension if so provided in this Contract or the Performance Security. The Performance Security shall not be subject to any form of suspension by interim relief, whether by arbitral order or otherwise.

13.5 In the event the Initial Term of this Contract is extended in accordance with the term and conditions of Article 2.2, the Contractor shall obtain, at its sole cost and expense, an extension of the Performance Security. The Contractor shall obtain such extension within thirty (30) days after the date of such request, or if the Performance Security would expire sooner than thirty (30) days after

⁴⁰ This Article should be included only if a performance security will be required. If a performance security is required, then PD should ensure that such original performance security is provided to PD by the Contractor in accordance with the timeframe as specified under the Contract.

such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, the UN shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract. In the event that the Performance Security contains a provision for automatic extension, the Contractor shall notify the UN in writing of each such automatic extension not later than thirty (30) days prior to the date on which the Performance Security would otherwise expire. In the absence of such notice, or if the Contractor notifies the UN that the Performance Security will not be extended, the UN shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

13.6 The Performance Security shall be issued by a prime commercial and accredited financial institution acceptable to the United Nations in its sole discretion (the “Issuer”). If the Issuer of the Performance Security files for bankruptcy or is declared bankrupt, becomes insolvent or is liquidated or its right to do business is suspended or terminated, the Contractor shall within five (5) days thereafter provide another Performance Security, which shall be issued by an Issuer and in a form acceptable to the United Nations. The Contractor shall have an obligation to promptly notify the United Nations in writing in the event that any of the foregoing has occurred or is likely to occur. If the Contractor fails or refuses to comply with the foregoing obligations, the UN shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.]

[ARTICLE 14]⁴¹
[LIQUIDATED DAMAGES]

[14.1 The Contractor acknowledges the requirement of the United Nations that the Goods to be supplied and the Services be performed in accordance with the schedule set forth in this Contract [and Orders issued hereunder]. In particular, the United Nations will suffer both financial loss and inconvenience as a result of late performance. The Contractor therefore acknowledges that time is of the essence in relation to the performance of this Contract.

14.2 In the event of the Contractor’s failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that the United Nations may have under this Contract or otherwise, the United Nations may, at its sole option, demand liquidated damages for such delay (“Liquidated Damages”). Such Liquidated Damages shall be [percentage of payable amount, or any other amount representing a reasonable pre-estimate of damages to be suffered by the UN for the Contractor’s delay], for each [period of time] of delay beyond the date upon which the Goods were due to have been delivered and the Services were due to have been completed.

14.3 The Parties agree that any rights to terminate this Contract shall have no effect on the United Nations’ right to claim Liquidated Damages pursuant to this Article [Article 14.

14.4 The United Nations shall have the right to deduct any Liquidated Damages to which it is entitled under the terms of this Contract from any monies due from the United Nations to the Contractor, or to recover the same as a debt due from the Contractor.

⁴¹ This Article should be included only in contracts where liquidated damages are appropriate. For guidance in this respect, see “Guide to the United Nations General Conditions of Contract: Commentary and Utilization in UN Procurement Activities”, paragraphs 38-40.

14.5 Liquidated Damages shall be payable by virtue of the sole fact of the delay without the need for any previous notice or any legal or arbitral proceedings, or proof of damage, which shall in all cases be considered as ascertained.]

**[ARTICLE 15]⁴²
[WARRANTIES]**

[15.1 The Contractor warrants that...]

**[ARTICLE 16]⁴³
[UN EQUIPMENT AND SUPPLIES]**

16.1 Title to equipment and supplies purchased by the Contractor for which the Contractor is entitled to be reimbursed under the terms of this Contract shall pass to and vest in the UN upon acceptance by the UN of such equipment or supplies following the UN's receipt of the equipment and supplies and the Contractor's compliance with the UN's inspection procedures. In the event that the Contractor is requested in writing by the UN to purchase other equipment or supplies on the UN's account, such equipment or supplies shall be purchased by the Contractor on a cost reimbursable basis provided that: (a) prior to purchasing such equipment or supplies the Contractor notifies the UN of the cost thereof, and provides to the UN such other information concerning such equipment or supplies as the UN may request, and (b) the UN authorizes the Contractor, in writing, to purchase the equipment or supplies. Title to such equipment or supplies shall pass to and vest in the UN following the UN's receipt of the equipment and supplies and the Contractor's compliance with the UN's inspection procedures. Authorization by the UN to the Contractor to purchase such equipment or supplies shall not increase the relevant contract amount set forth in Article 5 hereof.

16.2 In addition to the UN's rights under Article 9 (Equipment Furnished by the United Nations to the Contractor) of the General Conditions, the Contractor shall be responsible and accountable to the UN for UN-furnished equipment and supplies as defined in Article 16.1, above. The Contractor shall take reasonable measures necessary to preserve such UN-furnished equipment and supplies from loss or damage until returned to the UN.

16.3 The UN and its authorized agents or representatives shall have access at all reasonable times to the premises in which any UN-furnished equipment and supplies are located for the purpose of inspecting such equipment or supplies.

16.4 Within [number in words and figures] days of the Effective Date, the UN shall provide a list of the UN equipment and supplies which the UN intends to make available for use by the Contractor in performing this Contract. At such time, the Contractor's duly authorized representative and the UN's representative or agent shall conduct a joint inspection of such equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. Items missing or not in working order shall be recorded. The UN may, in its sole discretion, replace missing items or repair items not in working order. The Contractor's duly authorized representative and the UN's representative or agent shall sign this list, indicating their agreement as to the quantity, working order and condition of the UN-furnished equipment and supplies, and the list shall thereupon be annexed to this Contract as Annex [] in accordance with Article 20 (Modifications) of the General Conditions.

⁴² This Article should be included if there are relevant warranties relevant to the performance of the Services by the Contractor.

⁴³ This Article should be included if the Contractor will be using UN supplies or equipment.

If the Contractor does not participate in the inspection of the UN-furnished equipment and supplies mentioned above, the Contractor shall accept the listing provided by the UN. No later than [number] days prior to the expiration or termination of this Contract, or when such equipment and supplies are no longer needed by the Contractor, the Contractor and the UN's representative or agent shall conduct a joint inspection of the UN-furnished equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. The Contractor shall replace missing items and repair or maintain items not in working order, subject to normal wear and tear, before returning them to the UN and before the expiration or termination of the Contract. [The Contractor's duly authorized representative shall complete UN check-in/check-out formalities in accordance with instructions provided by the UN.]

16.5 Subsequent issues of equipment or supplies by the UN to the Contractor shall only be effected to a duly authorized representative of the Contractor who shall acknowledge receipt in writing of such equipment or supplies, recording the quantity, working order and condition of the equipment or supplies in accordance with Article 16.4, above.]

16.6 The Contractor shall promptly report to the UN any accidents, theft, loss of or damage to equipment or other property of the Contractor or the UN, or UN-furnished equipment or supplies, or other incidents of a similar nature. In addition, the Contractor shall cooperate with all investigations into such accidents, theft, loss of or damage to such equipment, supplies or other property, or other incidents, which may be instituted by the UN and/or governmental or other authorities.]

ARTICLE 17 NOTICES

17.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile, transmitted to the Party for whom such notice or communication is intended, at the address or facsimile number shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

[Name and address of Contractor]

Attn: [name/title]

Fax: [number]

If to the UN:

Procurement Division

United Nations

[address]

New York, NY 10017

U.S.A.

Attn: Director

Fax: [number]

[Department/Office administering the Contract]
United Nations
[address]
Attn: [name/title]
Fax: [number]

17.2 Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by facsimile shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the facsimile confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

ARTICLE 18 MISCELLANEOUS

18.1 Without limiting the provisions of Article 20 (Modifications) of the General Conditions, no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

18.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever.

18.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

18.5 Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

18.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

[Remainder of Page Deliberately Left Blank]

IN WITNESS WHEREOF, the Parties have, through their authorized representatives, executed this Contract on the date herein below written.

FOR [NAME OF CONTRACTOR]

FOR THE UNITED NATIONS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX A
UNITED NATIONS GENERAL CONDITIONS OF CONTRACT – CONTRACTS FOR THE
PROVISION OF GOODS AND SERVICES

**ANNEX B
STATEMENT OF WORK
AND
SPECIFICATIONS**

**[ANNEX C]
[PRICE AND FEE LIST]**

**[ANNEX D]
[FORM OF PERFORMANCE SECURITY]⁴⁴**

[Form of First Demand Guarantee]

[Bank Stationery]

[Date]

[Procurement Division]
[United Nations]
[380 Madison Avenue]
[New York, NY 10017]
[U.S.A.]
[Attn: Mr. Dmitri Dovgopoly, Director]
[Fax: +1-212-963-5309]⁴⁵
“Beneficiary”

[Name of Contractor]
[Address of Contractor]
“Principal”

Reference: Our Guarantee No.
For

Dear Sirs and Madams:

1. At the request of [name of the Contractor], we, as Guarantor, hereby undertake to pay to you, the Beneficiary, or your accredited representative on first written demand the sum of [currency][amount in words and figures] or such lesser sum of money as you may by such written demand require to be paid accompanied by your written statement that the Principal identified above is in breach of its obligations under the contract identified in paragraph 2, without the need to specify the respect in which the Principal is in breach. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this Guarantee. The amount of this guarantee is [currency][amount in words and figures].

2. The Beneficiary and the Principal have entered into a contract [insert contract number], dated [date], for the provision of [describe goods] and services by the Principal to [describe services] (the “Contract”).

3. This Guarantee shall remain valid until [[insert date that is between 60 and 180 days after the end of the Initial Term of the Contract] or [insert date that is between 60 and 180 days after the end of the Extended Term of the Contract, if any]]⁴⁶. It is understood that written demand for payment under this Guarantee must be received by the Issuer not later than the expiration of this Guarantee.

⁴⁴ If Performance Security is required to be provided by the Contractor, please select whether it should be in the form of a First Demand Guarantee or Standby Letter of Credit.

⁴⁵ PD to confirm.

⁴⁶ The closing date of the Guarantee must be specified. Guidance for selecting the date is included in the Procurement Manual. If there is an extension of the initial term of the Contract, and the Guarantee expires prior to that date, PD will need to obtain an extension of the Guarantee.

4. Subject to paragraph 5, below, this Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The supporting statement under Article 15(a) thereof is excluded.

5. Nothing herein or related hereto: (i) shall be deemed a waiver or any agreement to waive any of the privileges and immunities of the United Nations, or (ii) shall be interpreted or applied in a manner inconsistent with such privileges and immunities.

Yours faithfully,

For and on behalf of [name of issuer bank]

{Bank's Official Seal}

Name:

Title:

[FORM OF STANDBY LETTER OF CREDIT]

DATE: [_____]

BENEFICIARY: UNITED NATIONS,
 UNITED NATIONS HEADQUARTERS
 NEW YORK, NY

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [_____]

1. AT THE REQUEST AND FOR THE ACCOUNT OF [NAME OF CONTRACTOR]⁴⁷ (“APPLICANT”), WE HEREBY ISSUE OUR IRREVOCABLE DOCUMENTARY CREDIT IN YOUR FAVOR IN THE AGGREGATE AMOUNT OF [CURRENCY][NUMBER IN WORDS AND FIGURES]⁴⁸, EFFECTIVE IMMEDIATELY, WHICH SHALL BE AVAILABLE BY SIGHT DRAFT OR DRAFTS PRESENTED AT OUR OFFICE AT [ADDRESS IN NEW YORK], NEW YORK, NEW YORK, WHEN ACCOMPANIED BY YOUR SIGNED AND DATED STATEMENT WORDED SUBSTANTIALLY AS FOLLOWS:
 “THE UNDERSIGNED REPRESENTATIVE OF THE UNITED NATIONS⁴⁹ (“BENEFICIARY”) REPRESENTS THAT THE BENEFICIARY IS ENTITLED TO DRAW UPON THE REFERENCED LETTER OF CREDIT IN THE AGGREGATE AMOUNT OF [CURRENCY][NUMBER IN WORDS AND FIGURES].”
2. WE HEREBY ENGAGE TO HONOR YOUR DRAFTS WHEN PRESENTED IN ACCORDANCE WITH THE TERMS OF THIS CREDIT.
3. PARTIAL DRAWINGS ARE PERMITTED. THIS LETTER OF CREDIT MAY BE DRAWN DOWN IN MULTIPLE DRAFTS.
4. THIS LETTER OF CREDIT IS GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES (ISP98), ICC DOCUMENT NO. 590.
5. THIS LETTER OF CREDIT EXPIRES WITH OUR CLOSE OF BUSINESS ON [INSERT DATE THAT IS BETWEEN 60 AND 180 DAYS AFTER THE END OF THE INITIAL TERM OF THE CONTRACT]⁵⁰. [⁵¹IT IS A CONDITION OF THIS LETTER OF CREDIT

⁴⁷ The “applicant” will be identified here. The applicant is usually the same as the UN’s counterparty under the value (or “underlying”) transaction. It makes no legal difference in the protection afforded by the Letter of Credit if these parties differ, but care should be taken to see that the Letter of Credit as a whole unmistakably references the correct underlying transaction.

⁴⁸ Specify the amount guaranteed and the currency in which payable.

⁴⁹ Specify a constituent agency if pertinent.

⁵⁰ The closing date of the Standby Letter of Credit must be specified. Guidance for selecting the date is included in the Procurement Manual.

⁵¹ This bracketed provision is known as an “Evergreen” clause. It is appropriate for construction works that are expected to take more than one year to complete. It is also appropriate for other long-term contracts (such as requirements contracts) that may be performed repeatedly over an extended period of time.

THAT IT SHALL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT EXCEPT AS TO THE EXTENDED EXPIRATION DATE, FOR SUCCESSIVE [TWELVE MONTH] PERIODS (AND A FINAL EXTENSION PERIOD THAT MAY BE LESS THAN TWELVE MONTHS) UP TO AND INCLUDING [INSERT DATE THAT IS BETWEEN 60 AND 180 DAYS AFTER THE END OF THE EXTENDED TERM OF THE CONTRACT, IF ANY]⁵². WE HEREBY AGREE TO GIVE YOU WRITTEN NOTICE OF SUCH EXTENSIONS IN WRITING NOT LATER THAN THE (30TH) THIRTIETH DAY PRECEDING ANY DATE ON WHICH THIS LETTER OF CREDIT WOULD OTHERWISE EXPIRE, AND ON OR BEFORE THE SAME DATE OF EACH YEAR THEREAFTER DURING THE TERM HEREOF. IF FOR ANY REASON WE DETERMINE THAT THIS LETTER OF CREDIT SHALL NOT BE EXTENDED, WE HEREBY AGREE TO SEND YOU WRITTEN NOTICE THEREOF IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. IN THE EVENT THIS CREDIT IS NOT EXTENDED FOR AN ADDITIONAL PERIOD AS PROVIDED ABOVE, YOU MAY DRAW UP TO THE FULL BALANCE HEREUNDER.]

6. SUCH DRAWING IS TO BE MADE BY MEANS OF A DRAFT ON US AT SIGHT, WHICH MUST BE PRESENTED TO US BEFORE THE THEN EXPIRATION DATE OF THIS LETTER OF CREDIT.
7. THIS LETTER OF CREDIT CANNOT BE MODIFIED OR REVOKED WITHOUT YOUR WRITTEN CONSENT.
8. YOUR RIGHTS UNDER THIS LETTER OF CREDIT SHALL BE PERFORMED STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS CREDIT, IRRESPECTIVE OF ANY LACK OF VALIDITY OR UNENFORCEABILITY OF THE CONTRACT OR THE EXISTANCE OF ANY CLAIM, SET-OFF, DEFENSE OR ANY OTHER RIGHTS WHICH THE APPLICANT MAY HAVE AGAINST YOURSELVES. YOUR RIGHTS UNDER THIS CREDIT SHALL BE ENFORCEABLE WITHOUT THE NEED TO HAVE RECOURSE TO ANY JUDICIAL OR ARBITRAL PROCEEDINGS. ANY OBLIGATIONS HEREUNDER SHALL BE FULFILLED BY US WITHOUT ANY OBJECTION, OPPOSITION OR RECOURSE
9. THIS CREDIT IS NOT TRANSFERABLE OR ASSIGNABLE IN ANY RESPECT OR BY ANY MEANS WHATSOEVER.

⁵² This post-completion drawing window is intended to give the parties time to address issues such as delivery of “turnover” documents when, for example, construction works are concluded. It is not intended to facilitate making the letter of credit serve as security for a warranty obligation. Tailoring the letter of credit to secure a warranty obligation is discussed in the Procurement Manual.

10. NOTHING HEREIN OR RELATED HERETO: (I) SHALL BE DEEMED A WAIVER OR AN AGREEMENT TO WAIVE ANY OF THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS, OR (II) SHALL BE INTERPRETED OR APPLIED IN A MANNER INCONSISTENT WITH SUCH PRIVILEGES AND IMMUNITIES.

Yours faithfully,

For and on behalf of <name of issuer bank>

{Bank's Official Seal}

Name, Title



[At sight]/[___ days after sight]⁵⁴, pay to the order of the UNITED NATIONS the sum of [currency][amount in words and figures].

This draft is presented pursuant to Letter of Credit No. [___], issued by the drawee⁵⁵ and dated [date].

THE UNITED NATIONS

Name: _____
 Title: _____
 Date: _____

To: [Name and Address of Bank that issued the Letter of Credit]

⁵³ A draft or bill of exchange is a negotiable instrument that is used in letter of credit practice to document the right of the beneficiary to receive payment. An instrument of this kind may be collected by depositing it with a bank with which the UN maintains a banking relationship. The process is known in the banking community as "Outward Collections."

⁵⁴ The "sight" draft is payable at once upon presentation. In practice, the issuing bank will have three to five days in which to examine the documents and assure itself that they conform to the requirements of the letter of credit. If the contract provides for a grace period after presenting the draft (and other documents required by the letter of credit), then the draft will be payable a definite period after sight, i.e., after presentation of the draft and other documents. These deferred payment drafts are often much more affordable for contractors. Their payment is no less certain, and Procurement Officers should weigh the lower cost of deferred payment instruments against the potential that the UN will incur costs tied to the time-value of money if payment is deferred.

⁵⁵ "Drawee": means the bank at which the draft is payable.