

1. LEGAL STATUS OF THE PARTIES: UNOPS and the Vendor shall each be referred to as a “Party” hereunder and each Party acknowledges and agrees that:

- 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.
- 1.2 The Vendor shall have the legal status of an independent Contractor vis-à-vis UNOPS, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 1.3 If the Vendor is a joint venture, consortium or association, all of the Parties shall be jointly and severally liable to UNOPS for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of joint venture, consortium or association shall not be altered without the prior consent of UNOPS.

2. DEFINITIONS:

- 2.1 **GOODS AND SERVICES:** Goods are hereinafter deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order or Special Conditions of this Contract to which these General Conditions are attached. Services are hereinafter deemed to include services ancillary to the supply of the Goods including, without limitation, installation, training, transportation and such other obligations as required under this Contract.
- 2.2 **TRADE TERMS:** Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2000.

3. CONTRACT PRICE: Prices charged by the Vendor for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustment authorized in writing by UNOPS.

4. PACKAGING OF THE GOODS: The Vendor shall package the Goods for delivery with the best materials that are adequate to safeguard the Goods while in transit and with all due care and according to the highest standards of export packaging for the type and quantities of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNOPS as well as such other information as is customary for the Goods in question. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage. The Vendor shall have no right to any return of the packing materials.

5. TRANSPORTATION AND FREIGHT: Unless otherwise specified in the Contract (including in any INCOTERM 2000) the Vendor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Vendor shall ensure that UNOPS receives all necessary transport documents in a timely manner so as to enable UNOPS to take delivery of the Goods in accordance with the requirements of the Contract.

6. EXPORT LICENSING: The Vendor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNOPS under the Contract. The Vendor shall procure any such export license in an expeditious manner.

7. DELIVERY OF GOODS: The Vendor shall hand over or make available the Goods, and UNOPS shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless specifically stated in the Contract (including in any INCOTERM 2000) the entire risk of loss, theft, damage to, or destruction of the Goods shall be borne exclusively by the Vendor until physical delivery of the Goods to UNOPS in accordance with the terms of the Contract. The Vendor shall provide to UNOPS such shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNOPS.

8. INSPECTION OF THE GOODS:

- 8.1 All goods shall be subject to inspection and testing by UNOPS or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNOPS.
- 8.2 If any inspection or test is made on the premises of Vendor or its supplier, the Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Vendor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Vendor or supplier.
- 8.3 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Vendor of any of its warranties or the performance of any obligations under the Contract.

9. ACCEPTANCE OF GOODS: Under no circumstances shall UNOPS be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNOPS may condition acceptance of the Goods upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNOPS be obligated to accept any Goods unless and until UNOPS has had a reasonable opportunity to inspect the Goods following delivery of the Goods in accordance with the requirements of the Contract. If the Contract provides for UNOPS to issue a written acceptance for the Goods, the Goods shall not be deemed accepted unless and until UNOPS in fact provides such written acceptance. Payment by UNOPS does not imply acceptance of Goods nor of any related work or services under this Contract.

10. REJECTION OF GOODS:

- 10.1 Notwithstanding any other rights of, or remedies available to, UNOPS under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNOPS may, at its sole option, reject or refuse to accept the Goods, and the Vendor agrees promptly to:
 - 10.1.1 Provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNOPS; or
 - 10.1.2 If UNOPS explicitly agrees in writing, repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; or
 - 10.1.3 Replace the Goods with Goods of equal or better quality; and
 - 10.1.4 Pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery of any replacement Goods to UNOPS.
- 10.2 In the event that UNOPS elects to return any of the Goods, UNOPS may procure the Goods from another source, and in addition to any other right of, or remedies available to, UNOPS under the Contract, the Vendor shall be liable for any additional cost beyond the balance of the Contract price resulting therefrom, including, *inter alia*, the costs of engaging in such procurement, and UNOPS shall be entitled to compensation from the Vendor for any reasonable expenses incurred for preserving and storing the Goods for the Vendor's account.

11. TITLE: Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Vendor to UNOPS upon delivery of the Goods and their acceptance by UNOPS in accordance with the requirements of the Contract.

12. PERFORMANCE SECURITY: If required, the Vendor shall within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount determined by UNOPS. The proceeds of the performance security shall be payable to UNOPS as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The performance security shall be returned by UNOPS to the Vendor not later than thirty (30) days following the date of Completion of the Vendor's performance obligations under the Contract, including any warranty obligations.

13. WARRANTIES:

- 13.1 **Goods Warranties:** Without limitation of any other warranties stated in or arising under the Contract, the Vendor warrants and represents that:
 - 13.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by UNOPS to the Vendor, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
 - 13.1.2 If the Vendor is not the original manufacturer of the Goods, the Vendor shall provide UNOPS with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;
 - 13.1.3 The Goods are of the quality, quantity and description required by the Contract;

13.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets; and

13.1.5 The Goods are new and unused.

The Vendor shall remain responsive to the needs of UNOPS for any services that may be required in connection with any of the Vendor's warranties under the Contract.

All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNOPS in accordance with the Contract.

During any period in which the Vendor's warranties are effective, upon notice by UNOPS that the Goods do not conform to the requirements of the Contract, the Vendor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or fully reimburse UNOPS for the purchase price paid for the defective Goods; and

If having been notified by any means, the Vendor fails to remedy the defect within a reasonable period of time, UNOPS may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which UNOPS may have against the Vendor under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of UNOPS according to the circumstances of the Contract.

13.2 **Mines:** The Vendor represents and warrants that neither it, its parent entities (if any), nor any of the Vendor's subsidiary or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Vendor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNOPS to terminate the Contract immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind.

13.3 **Sexual Exploitation:** The Vendor represents and warrants that it has taken all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged by the Vendor to perform any obligation under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Vendor represents and warrants that it has taken all appropriate measures to prohibit its employees or other persons engaged by the Vendor from exchanging any money, Goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitative or degrading to any person. The Vendor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNOPS to terminate the Contract immediately upon notice to the Vendor, without any liability for termination charges or any other liability of any kind.

13.4 **Fundamental Principles and Rights at Work:** The Vendor warrants that its personnel or any other staff involved in the project activities under this Contract comply with the 1998 International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work. These universal rights, as applied in the context of ILO, are freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labour, the abolition of child labour and the elimination of discrimination in respect of employment and occupation. The Vendor acknowledges and agrees that any breach of the warranty shall entitle UNOPS to terminate the present Contract immediately without incurring any liability toward the Vendor.

14. **ENCUMBRANCES AND LIENS:** The Vendor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNOPS against any monies due to the Vendor or to become due for any work done or against any Goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Vendor.

15. INDEMNIFICATION:

15.1 The Vendor shall indemnify and hold harmless UNOPS, its officials, agents and employees at its own expense from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to:

15.1.1 Allegations or claims that the use by UNOPS of any patented device, any copyrighted material, or any other Goods or services provided to UNOPS for its use under the terms of the Contract, in whole or in part,

separately or in a combination contemplated by the Vendor's published specifications therefore, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or

15.1.2 Any acts or omissions of the Vendor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

15.2 In addition to the indemnity obligations set forth in this Article 15, the Vendor shall be obligated, at its sole cost and expense, to defend UNOPS and its officials, agents and employees, pursuant to this Article, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

15.3 UNOPS shall advise the Vendor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Vendor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of UNOPS or any matter relating thereto, for which only UNOPS itself is authorized to assert and maintain.

15.4 In the event the use by UNOPS of any Goods or services provided to UNOPS by the Vendor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Vendor, at its sole cost and expense, shall, promptly, either:

15.4.1 Procure for UNOPS the unrestricted right to continue using such Goods or services provided to UNOPS;

15.4.2 Replace or modify the Goods or services provided to UNOPS, or part thereof, with the equivalent or better Goods or services, or part thereof, that is non-infringing; or

15.4.3 Refund to UNOPS the full price paid by the UNOPS for the right to have or use such Goods or services or part thereof.

16. **LIQUIDATED DAMAGES:** Except under the circumstances of Force Majeure as described under Article 24, if the Vendor fails to deliver any or all of the Goods by the date(s) of delivery or perform the services tied to the delivery of Goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to Article 20.

17. PROPRIETARY RIGHTS:

17.1 Except as is otherwise expressly provided in writing in the Contract, UNOPS shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Vendor has developed for UNOPS under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract and the Vendor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNOPS.

17.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Vendor: (i) that pre-existed the performance by the Vendor of its obligations under the Contract, or (ii) that the Vendor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNOPS does not and shall not claim any ownership interest thereto, and the Vendor grants to UNOPS a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

17.3 At the request of UNOPS, the Vendor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNOPS in compliance with the requirements of the applicable law and of the Contract.

17.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Vendor under the Contract shall be the property of UNOPS, shall be made available for use or inspection by UNOPS at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNOPS authorized officials on completion of work under the Contract.

18. CHANGES: UNOPS may at any time by written instruction vary the general scope of this Contract by twenty percent (20 %) above or below the original Contract price. If any such change causes an increase or decrease in the price or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reissued accordingly. Any claim by the Vendor for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Vendor of the notification of change; providing, however, that UNOPS may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Article 33. However, nothing in this Article shall excuse the Vendor from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against UNOPS unless it is in writing and signed by a duly authorized official of UNOPS.

19. TERMINATION FOR CONVENIENCE:

19.1 UNOPS may, upon notice to the Vendor, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for UNOPS' convenience, the extent to which performance of the Vendor under the Contract is terminated and the date upon which such termination becomes effective.

19.2 Upon receipt of notice of termination, the Vendor shall take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination.

19.3 In the event of Termination for Convenience, no payment shall be due from UNOPS to the Vendor except for Goods satisfactorily delivered prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNOPS may request the Vendor to complete. To the extent that the computation of such payment due from UNOPS may not make the Vendor whole in respect of termination under this provision, the Vendor may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Article 18 above.

20. TERMINATION FOR DEFAULT:

20.1 UNOPS, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract, in whole or in part if:

- 20.1.1 the Vendor fails to deliver any or all of the Goods within the period specified in the Contract;
- 20.1.2 the Vendor fails to perform any other obligation under the Contract;
- 20.1.3 the Vendor, in the judgment of UNOPS, has engaged in fraud and corruption, as described in clauses 26.2 and 26.3, in competing for or in executing the present Contract;
- 20.1.4 the Vendor breaches the warranty regarding mines set forth in Article 13.2;
- 20.1.5 the Vendor breaches the warranty regarding sexual exploitation set forth in Article 13.3;
- 20.1.6 the Vendor breaches the warranty regarding Fundamental Principles and Rights at Work set forth in Article 13.4;
- 20.1.7 the Vendor attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNOPS or any organization of the United Nations system;
- 20.1.8 the Vendor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 20.1.9 the Vendor is granted a moratorium or a stay or is declared insolvent;
- 20.1.10 the Vendor makes an assignment for the benefit of one or more of its creditors;
- 20.1.11 a receiver is appointed on account of the insolvency of the Vendor;
- 20.1.12 the Vendor offers a settlement in lieu of bankruptcy or receivership;
- 20.1.13 UNOPS reasonably determines that the Vendor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Vendor to perform any of its obligations under the Contract: or
- 20.1.14 the Vendor assigns the Contract without UNOPS' consent:

20.2 The Vendor shall be bound to compensate UNOPS for all damages and costs, including, but not limited to, all costs incurred by UNOPS in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.1 above, and resulting from or relating to a termination of the Contract, even if the Vendor is adjudged insolvent. The Vendor shall immediately inform UNOPS of the occurrence of any of the events specified in Article 20.1 above, and shall provide UNOPS with any information pertinent thereto.

20.3 The provisions of this Article are without prejudice to any other rights or remedies of UNOPS under the Contract, including any right to terminate the Contract.

20.4 Upon the occurrence of one of the events included in Article 20.1.3 to Article 20.1.13, UNOPS shall be entitled to terminate the Contract immediately.

21. REMEDIES FOR DEFAULT:

21.1 In case of failure by the Vendor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the Goods by the agreed delivery date, after giving the Vendor written notice to perform, and without prejudice to any other rights or remedies available to UNOPS, UNOPS may exercise one or several of the remedies listed in Article 10.1.

22. CONSEQUENCES OF TERMINATION:

22.1 In the event of any termination of the Contract, upon receipt of notice of termination by UNOPS, the Vendor shall, except as may be directed by UNOPS in the notice of termination or otherwise in writing:

- 22.1.1 Take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, including, but not limited to, fulfilling any outstanding orders for Goods under the Contract, and in doing so, reduce expenses to a minimum;
- 22.1.2 Place no further orders for Goods or other materials, except as UNOPS and the Vendor agree in writing are necessary to fulfil any outstanding order or to complete any portion of the Contract that has not been terminated;
- 22.1.3 Transfer title and deliver to UNOPS any Goods remaining to be delivered as stipulated in the notice of termination; and
- 22.1.4 Take any other action that may be necessary, or that UNOPS may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Vendor and in which UNOPS has or may be reasonably expected to acquire an interest.

22.2 In the event of any termination of the Contract, UNOPS shall not be liable to pay the Vendor except for those Goods delivered to UNOPS in accordance with the requirements of the Contract, but only if such Goods were ordered, requested or otherwise provided prior to the Vendor's receipt of notice of termination from UNOPS.

23. CONFIDENTIALITY:

23.1 UNOPS and the Vendor, its agents, employees, subcontractors and servants shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Vendor may furnish to its subcontractor such documents, data, and other information it receives from UNOPS to the extent required for the subcontractor to perform its work under the Contract, in which event the Vendor shall obtain from such subcontractor an undertaking of confidentiality similar to that imposed on the Vendor.

23.2 UNOPS shall not use such documents, data and other information received from the Vendor for any purposes unrelated to the Contract. Similarly, the Vendor shall not use such documents, data and other information received from UNOPS for any purpose other than the performance of the Contract.

23.3 The obligation of a Party under the two foregoing paragraphs shall not apply to information that:

- 23.3.1 Now or hereafter enters the public domain through no fault of that Party;
- 23.3.2 Can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or
- 23.3.3 Otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

23.4 The provisions of this Article 23 shall survive completion or termination, for whatever reason, of this Contract.

24. FORCE MAJEURE:

24.1 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Vendor. The Vendor acknowledges and agrees that, with respect to any obligations under the Contract that the Vendor must perform, or for any areas in which UNOPS is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

24.2 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Vendor shall give notice and full particulars in

writing to UNOPS, of such occurrence or cause if the Vendor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Vendor shall also notify UNOPS of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the Vendor shall also submit a statement to UNOPS of estimated expenditures that will likely be incurred for the duration of the change in condition or the event. On receipt of the notice or notices required hereunder, UNOPS shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Vendor of a reasonable extension of time in which to perform any obligations under the Contract.

24.3 If an event of *force majeure* exists and the Vendor fails, within seven (7) days of such event to give notice in writing to UNOPS pursuant to Article 24.2, and if the Vendor is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNOPS shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, except that the period of notice shall be seven (7) days. In any case, UNOPS shall be entitled to consider the Vendor permanently unable to perform its obligations under the Contract in the case of the Vendor's suffering any period of suspension in excess of ninety (90) days.

25. SOURCE OF INSTRUCTIONS: The Vendor shall neither seek nor accept instructions from any authority external to UNOPS in connection with the performance of its obligations under the Contract. Should any authority external to UNOPS seek to impose any instructions on the Vendor regarding the Vendor's performance under the Contract, the Vendor shall promptly notify UNOPS and shall provide all reasonable assistance required by UNOPS. The Vendor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNOPS, and the Vendor shall perform its obligations under the Contract with the fullest regard to the interests of UNOPS.

26. BENEFITS, CORRUPTION AND FRAUD:

26.1 The Vendor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNOPS or any organization of the United Nations system. The Vendor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract as specified in Article 20.1.7.

26.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, any thing of value to influence the action of any UNOPS representative, official, employee or other agent of UNOPS or any organization of the UN system in the selection process or in the execution of the Contract.

26.3 Fraud means a misrepresentation or omission of fact or facts in order to influence the selection process or the execution of the Contract.

27. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNOPS: The Vendor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNOPS, nor shall the Vendor, in any manner whatsoever use the name, emblem or official seal of the United Nations or UNOPS, or any abbreviation of the name of the United Nations or UNOPS in connection with its business or otherwise without the written permission of the United Nations or UNOPS.

28. ASSIGNMENT:

28.1 The Vendor shall not, except after obtaining the prior written approval of UNOPS, assign, transfer, pledge or make any other disposition of this Contract or any part hereof or of any of the Vendor's rights or obligations hereunder, except with the prior written authorization of UNOPS. The Vendor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Party's operations, provided that:

- 28.1.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and
- 28.1.2 Such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Vendor's assets or ownership interests; and
- 28.1.3 The Vendor promptly notifies UNOPS of such assignment or transfer at the earliest opportunity; and
- 28.1.4 The assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract and such writing is promptly provided to UNOPS following the assignment or transfer.

28.2 However, should the Vendor become insolvent or should control of the Vendor change by the virtue of insolvency, UNOPS may, without prejudice to any other right or remedy, terminate this Contract in accordance with Article 20.

29. NON-WAIVER OF RIGHTS: The failure by UNOPS to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by UNOPS of any such right or any remedy associated therewith, and shall not relieve the Vendor of any of its obligations under the Contract.

30. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNOPS shall have no obligation to purchase any minimum quantities of Goods from the Vendor, and UNOPS shall have no limitation on its right to obtain Goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

31. TAXES:

31.1 Article II, Section 7 of the Convention on Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations and its subsidiary organs are exempt from all direct taxes, except charges for public utility services, and are exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Vendor shall immediately consult with UNOPS to determine a mutually acceptable procedure.

31.2 The Vendor authorizes UNOPS to deduct from the Vendor's invoice any amount representing such taxes, duties or charges, unless the Vendor has consulted with UNOPS before the payment thereof and UNOPS has, in each instance, specifically authorized the Vendor to pay such taxes, duties or charges under written protest. In that event, the Vendor shall provide UNOPS with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNOPS shall reimburse the Vendor for any such taxes, duties or charges so authorized by UNOPS and paid by the Vendor under written protest.

32. AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract 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.

33. ARBITRATION: Any dispute, controversy or claim between the Parties arising out of the Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding article 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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. 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 Contract, order the termination of the Contract, 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 Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("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 Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Interbank Offered Rate ("LIBOR") at the date when the claim was referred to arbitration, 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.

34. PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Contract shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, of which UNOPS is an integral part.