

Contract No. [INSERT NUMBER]

between

the International Atomic Energy Agency

and

[INSERT CONTRACTOR'S NAME]

concerning

the lease of Printing Production Systems and

provision of related Goods and Services

This Contract is entered into between the International Atomic Energy Agency (hereinafter referred to as the “IAEA”), an intergovernmental organization established by its Statute, whose address is Wagramerstrasse 5, P.O. Box 100, A-1400 Vienna, Austria; and [INSERT CONTRACTOR’S NAME] (hereinafter, including its successors, referred to as the “Contractor”), whose address is [INSERT ADDRESS]. Hereinafter, the IAEA and the Contractor are also referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS the IAEA wishes to lease [INSERT DESCRIPTION] and procure related goods and services; and

WHEREAS the Contractor is willing and able to provide such lease and provide related goods and services on the terms and conditions set out herein.

NOW, THEREFORE the Parties hereby agree as follows:

Article 1 Definitions

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in Annex A (“IAEA General Conditions of Contract”) and Annex B (“IAEA Statement of Work”) to this Contract.

Article 2 Scope

The Contractor undertakes to provide to the IAEA the lease of [INSERT DESCRIPTION] and provide related goods and services, as further described in Annex B (“IAEA Statement of Work”) and Annex C (“Contractor’s Proposal”) (hereinafter referred to as the “Services”).

Article 3 Responsibilities of the Contractor

1. Further to the responsibilities set out in Article 3 (“Responsibilities of the Contractor”) of Annex A (“IAEA General Conditions of Contract”), the Contractor shall provide the Services described in Annex B (“IAEA Statement of Work”) and Annex C (“Contractor’s Proposal”).
2. The Contractor shall furnish the Services using its skills and judgement of the highest standard and shall cooperate with the IAEA, including IAEA consultants and agents, in best furthering the interests of the IAEA within the scope of this Contract. The Contractor shall provide efficient business administration and supervision, and perform the Services in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

3. The Contractor shall provide qualified English-speaking personnel as necessary to perform the Services under this Contract. The key persons shall be available for possible tasks related to the Services throughout the duration of the Contract period. Any replacement of the key personnel shall be notified to the IAEA at least four (4) weeks in advance and is subject to prior written approval of the IAEA.

Permits, Notices, Laws and Ordinances

4. The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Services that are obtained upon execution of this Contract and that are legally required at the time the Services are executed.
5. The Contractor shall give all notices required taking into account the nature of the Services.
6. If the Contractor finds that the Services or any part thereof required under this Contract are not in accordance with applicable laws, norm(s), regulation(s), official directive(s), ordinance(s), guideline(s), standard(s), customs and practices applicable to the performance of the Contractor (hereinafter referred to as "Laws and Rules"), or with technical or safety standards, it shall promptly notify the IAEA thereof in writing.

Protection of Persons and Property

7. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Services.
8. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all persons on IAEA premises and all other persons who may be affected thereby;
 - (ii) all the work, equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the IAEA premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
 - (iii) other property at the IAEA premises or adjacent thereto.
9. The Contractor shall comply with Laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
10. The Contractor shall erect and maintain, as required by existing conditions and progress of the Services, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.

11. When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Services, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
12. In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
13. The Contractor shall promptly remedy all damage and loss to any property, referred to in paragraph 8 of this Article, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under paragraph 8 of this Article, except damage and loss attributable to the acts or omissions of the IAEA or anyone directly employed by it, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Article 8 (“Contractor’s Insurance and Liability to Third Parties”) of Annex A (“IAEA General Conditions of Contract”).

Article 4

Responsibilities of the IAEA

1. The IAEA shall pay the Contract Price in accordance with the provisions of this Contract.
2. The IAEA shall respond promptly to requests for information by the Contractor regarding the Services.

Article 5

Lease Period

The lease period shall be five (5) years commencing from the date of acceptance of the Equipment as certified in writing by the Contractor and the IAEA.

Article 6

Contract Price

1. The IAEA shall pay to the Contractor a Firm and Fixed Monthly Price of EUR [INSERT AMOUNT] (hereinafter referred to as the “Contract Price”), broken down as follows:

[LIST THE EQUIPMENT AND RELATED SERVICES, incl. PRICING DETAILS]

2. The IAEA shall pay the Contractor a one-time fee of EUR [INSERT AMOUNT] to procure [INSERT SERVICES] in relation to the items listed in Paragraph 1 above.

3. The IAEA may request the Contractor to provide optional goods and services as follows:

[LIST OPTIONAL GOODS AND SERVICES, incl. PRICING DETAILS]
4. The Contract price is exclusive of Value Added TAX (VAT) which, if applicable, shall be invoiced separately to the IAEA. The Contractor shall not invoice or charge the IAEA for any other costs or expenses, and taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions), unless required to do so by the relevant national authorities after consideration of the privileges and immunities accorded to the IAEA by its Member States. Any such requirement shall be in writing and submitted to the IAEA.
5. The Contract Price shall be Firm and Fixed and shall not be subject to increase. The Contractor shall not perform any work, provide any materials or equipment, or perform any Services which may result in any charges to the IAEA over and above the Contract Price unless such charges have been explicitly authorized in writing by the IAEA prior to their incurrence as per Article 17 (“Amendments”) of Annex A (“IAEA General Conditions of Contract”).
6. The payment of any fees (including, for example, legal-related transactional charges (*Vergebührung*)) resulting from the execution and performance of this Contract shall be the responsibility of the Contractor.
7. **[IF APPLICABLE: The cost of the removal of the Equipment from the IAEA's premises shall be borne solely by the Contractor.]**
8. The IAEA shall not be liable to the Contractor for any other charges in connection with this Contract or the work carried out hereunder.

Article 7

Payment

1. The Firm and Fixed Monthly Price defined in Article 6, Paragraph 1 of this Contract shall be invoiced by the Contractor to the IAEA quarterly in arrears.
2. The Contractor shall submit the invoice to the IAEA at the end of each calendar quarter.
3. The IAEA shall make the payments to the Contractor on the basis of invoices submitted by the Contractor as indicated in this Article. All payments shall be made within thirty (30) days of the receipt and acceptance of the original invoice, provided that the Services have been satisfactorily completed and have been accepted by the IAEA.

4. In the event that all or part of the Equipment is out of service for a period of twenty-four (24) continuous hours or more, the IAEA shall not be liable for the charges related to the part of the Equipment that is out of service during this period or for the fixed monthly charge provided in Article 6 if all the Equipment is out of service during this period. The charge of the month in which all or part of the Equipment is out of service shall be reduced accordingly on the basis of EUR [INSERT AMOUNT] per defective unit and per working day.
5. The making of any payment hereunder by the IAEA shall not be construed as an unconditional acceptance by the IAEA of the Services performed by the Contractor up to the time of such payment.
6. The Contractor shall submit an invoice marked with this Contract number in respect of each agreed payment. Invoices can be submitted in paper format in one (1) original and one (1) copy, or electronically, from the Contractor's official email address in Portable Document Format (PDF) by Adobe Inc., duly signed and sealed by the Contractor and submitted to the IAEA's postal or electronic address specified in Article 9 ("Points of Contact") below.
7. All invoices shall indicate the amount that is due to be paid by the IAEA and shall indicate any applicable discounts for early payment. Each invoice shall be supported by appropriate documentation to substantiate the invoice. Each invoice shall contain detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT and/or ABA codes for payment by electronic transfer.

Article 8

Contractor's Claims and Remedies

In no event shall the Contractor make any claim against the IAEA for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Services or any portion thereof, whether caused by the acts or omissions of the IAEA, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Services, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

Article 9

Points of Contact

1. Official notices related to the Contract shall be in English and delivered by hand or sent by registered mail, fax or any standard recognized form of electronic communication (such as E-mail, certified electronic mail or any future standard commercial communication method) to the address of the recipient Party

defined in the Contract. All communication relating to the execution of this Contract shall be made or confirmed in writing in English to:

(a) **For the IAEA:**

For Contractual Matters:

Mr Yury Golovkov

International Atomic Energy Agency (IAEA)
Vienna International Centre, P.O. Box 100
1400 Vienna, Austria
Tel.: +43 (1) 2600 [PLEASE INSERT EXTENSION]
Email: [PLEASE INSERT EMAIL]

For Technical Matters:

[Mr/Ms – INSERT NAME]

International Atomic Energy Agency (IAEA)
Vienna International Centre, P.O. Box 100
1400 Vienna, Austria
Tel.: +43 (1) 2600 24292
Email: y.golovkov@iaea.org

For Invoices and related Enquiries:

International Atomic Energy Agency (IAEA)
MTBF General Accounts Payable
Vienna International Centre, P.O. Box 100
1400 Vienna, Austria
IAEA iSupplier portal: <https://suppliers.iaea.org>
Email: invoices@iaea.org

(b) **For the Contractor:**

For Contractual Matters:

[INSERT CONTRACTOR'S NAME]
[INSERT ADDRESS]
Tel: [PLEASE INSERT NUMBER]
Mobile: [PLEASE INSERT NUMBER]
E-mail: [PLEASE INSERT EMAIL]

For Contractual Matters:

[INSERT CONTRACTOR'S NAME]
[INSERT ADDRESS]
Tel: [PLEASE INSERT NUMBER]
Mobile: [PLEASE INSERT NUMBER]
E-mail: [PLEASE INSERT EMAIL]

2. Either Party may change its address above by giving notice in accordance with this Article.

3. Except as provided in paragraph 4 of this Article, any communication in connection with the Contract shall be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iii) if by fax, when received in legible form; or
 - (iv) if by electronic communication, when retrievable by the IAEA in document form.
4. A communication that is received or becomes retrievable on a non-working day, or after business hours at the seat of the IAEA, will be deemed to have been given on the next working day of the IAEA.

Article 10 **Contract Documents**

1. The following Annexes shall form an integral part of this Contract:
 - Annex A: IAEA General Conditions of Contract;
 - Annex B: IAEA Statement of Work; and
 - Annex C: Contractor's Proposal.
2. All terms and conditions of this Contract shall be interpreted as complementary to each other. Should any ambiguities, inconsistencies, conflicts or discrepancies arise, the following order of priority shall apply:
 - this document; and
 - the Annexes, noting that precedence is given according to the alphabetical order.
3. This document and the Annexes are collectively referred to herein as "the Contract" or "this Contract". Without prejudice to Article 17 ("Amendments") of Annex A ("IAEA General Conditions of Contract"), this Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, proposals, agreements, and contracts, 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 expressly set forth herein.
4. Any invoice, receipt or other document issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.

Article 12

Data Privacy

1. Any data that relates to natural persons (“data subjects”) who can be uniquely identified by that data (“the personal data”) transferred by the IAEA to the Contractor is transferred for the specific purpose of the Contractor’s performance of obligations under the Contract.
2. The Contractor represents that it shall:
 - a) Process personal data only for fair, legitimate and legal purposes (data processing shall be understood as any activity concerning the handling of personal data);
 - b) Process and retain the personal data only as proportionate and necessary for the purpose of performing its obligations under the Contract;
 - c) Take appropriate measures to protect the personal data from unauthorised access and other risks presented by data processing;
 - d) Refrain from transferring the data to a third party, unless the Contractor is satisfied that that third party affords appropriate protection for the personal data; and
 - e) Inform the Agency, upon request, how the personal data has been processed and which rights data subjects enjoy with respect to the personal data.
3. The IAEA represents that it shall:
 - a) Process any personal data received from the Contractor in accordance with its internal policies and for the specific purpose of the performance of its obligations under the Contract;
 - b) Inform data subjects, upon request, how they may request information regarding the processing of their personal data. The IAEA will assess such requests on a case-by-case basis in accordance with its internal policies and
 - c) This is without prejudice to and may not be construed as a waiver, either express or implied, of any of the privileges and immunities of the IAEA.

Article 11

Entry into Force and Duration

1. This Contract shall enter into force from the date of acceptance of the Equipment by the IAEA (hereinafter referred to as “Entry into Force”) and shall remain valid and in force until [INSERT DATE] (“Expiry Date”) unless terminated earlier pursuant to the terms of this Contract.
2. This Contract shall be issued and signed in two (2) originals (one original for each Party) in the English language.

**FOR The International Atomic
Energy Agency:**

**FOR [INSERT CONTRACTOR'S
NAME]:**

(Signature)

(Signature)

(Name and Title)

(Name and Title)

(Place and Date)

(Place and Date)