

Blanket Purchase Agreement No.

between

the International Atomic Energy Agency

and

concerning

The provision of Provision of Digital Radiographic Mobile X-ray Systems

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

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

WHEREAS, pursuant to the IAEA's solicitation number _____ for the procurement of _____, the offer of the Contractor was accepted.

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

Article 1

Scope of Work

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

Article 2

Delivery and Lead Times

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

Article 3

Changes in Conditions

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

Article 4

Entry into Force

This Agreement shall enter into force on the date of the last signature by the representatives of the Parties (hereinafter referred to as "Entry into Force") and shall remain valid and in force until three (3) years thereafter ("Expiry Date").

The IAEA has the option to extend the Agreement for two (2) further two (2) years periods, each under the same terms and conditions as those of this Agreement. The optional extensions will be implemented through a written notification to the Contractor by the IAEA.

Article 5

Data Privacy

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; and
- b) Inform data subjects, upon request, how they may request information regarding processing of their personal data. The IAEA will assess such requests on a case-by-case basis, in accordance with its internal policies.
- 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.

For the International Atomic Energy Agency

For:

(the Contractor)

(signature)

(signature)

(name and title)

(name and title)

(place and date)

(place and date)