

Long Term Agreement

Long Term Agreement: **LTA-UNOPS-STBP-XXXX-XXX**

BETWEEN
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES
AND
[insert name]
[insert name of city and country]

INSTRUMENT OF AGREEMENT

This Contract is made on the [insert] day of [insert month] 20[insert].

Between

(1) The United Nations Office for Project Services (“UNOPS”), a subsidiary organ of the United Nations, (“ on behalf of the Global Drug Facility (“GDF”) of the Stop TB Partnership (“Stop TB”), hereinafter referred to as “UNOPS/Stop TB-GDF” and

(2) [insert name], a [insert type of company e.g. limited liability] company incorporated under the laws of [insert name of country] and having its registered address at [address], [insert name of city and country] (the “Contractor”), together with UNOPS/Stop TB-GDF, the Parties.

Stop TB is a global multi-stakeholder partnership that seeks to achieve a world without tuberculosis through facilitating, catalysing and coordinating the work of its partners through the secretariat of Stop TB;

GDF, as part of the Stop TB Partnership, is a unique procurement mechanism for supplying quality assured and affordable anti-tuberculosis medicines and diagnostics to countries in need, as well as providing technical assistance for strengthening national medicines and diagnostics supply management systems;

UNOPS provides the Secretariat and administers the financial resources of Stop TB;

1. Scope of the Agreement.

- 1.1. UNOPS/Stop TB-GDF intends to retain the Contractor for the latter to supply goods regarding [insert summarydescription of the goods].
- 1.2. The Contractor has represented to UNOPS/Stop TB-GDF that it has the appropriate experience, expertise, licences, quality management system and resources required for the fulfilment of the obligations assumed by the Contractor in accordance with this Agreement. Particularly, the Contractor represents that it is qualified, ready, willing, and able to supply the goods in accordance with the Agreement.
- 1.3. In reliance on the Contractor’s representations UNOPS/Stop TB-GDF has entered into this Agreement.
- 1.4. The Contractor must accept and honour Purchase Orders issued by UNOPS/Stop TB-GDF or from any UNOPS offices in any country, worldwide where written consent from UNOPS/Stop TB- GDF is provided.
- 1.5. The Agreement does not accord any exclusivity to the Contractor with respect to the “Goods” listed in Annex 3. UNOPS/Stop TB-GDF shall have no limitation on its right to obtain “Goods” of the same kind, quality and quantity from any other source at any time.

- 1.6. This Agreement includes the possibility of providing successor models of the Goods listed in Annex 3. In the event of any model, technical or other changes affecting the Goods as specified in Annex 3, the Contractor shall offer equivalent or better specifications for any Goods ordered pursuant to this Agreement without any increase in the prices as provided for in Annex 3 of this Agreement.
- 1.7. UNOPS/Stop TB-GDF shall have no obligation to purchase any minimum quantities of "Goods" from the Contractor during the period specified in clause 2 below. This notwithstanding, the Contractor agrees that by entering into this Agreement it is making a commitment to supply goods as and when requested by UNOPS/Stop TB- GDF through a formal Purchase Order issued to the Contractor. Such a Purchase Order shall:
- 1.7.1. Be governed by (a) any Special Conditions, Annex 1, (b) the UNOPS General Conditions of Contract, Annex 2, referred to under clause 3.1 below, and (c) this Instrument of Agreement.
 - 1.7.2. Refer to the supply of goods defined in Annex 3, "Goods".
 - 1.7.3. Set out the actual quantities required and other terms and conditions for the delivery of "Goods".
 - 1.7.4. Make reference to this Agreement number (LTA-UNOPS-STBP/XX/20XX).
 - 1.7.5. Be signed or approved electronically by an authorized representative of UNOPS/Stop TB-GDF.
- 1.8. Each Purchase Order shall be deemed to be a separate contract between the Parties. In the event of a conflict between the provisions of this Agreement and the provision of a specific Purchase Order, this Agreement shall take precedence. Termination or variation of the terms of a Purchase Order shall not, in and of itself, affect any other Purchase Orders or this Agreement.
- 1.9. The Contractor shall accord the same terms and conditions as stipulated in this Agreement to any other organization within the United Nations system that wishes to avail of such terms, after written consent from Director of Shared Services Center, UNOPS and UNOPS/Stop TB- GDF.

2. Entry into force. Time limits.

- 2.1. The Agreement shall enter into force upon its signature by both Parties and shall remain in force through (date). UNOPS/Stop TB-GDF shall have the option to extend the validity of this Agreement at the same terms and conditions for two (2) additional periods of one (1) year ending (date). Further extensions beyond (date) shall be agreed to by written amendment signed by the Parties.
- 2.2. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

3. Agreement documents.

- 3.1. The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Agreement, having superseding effect over any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement:
- 3.1.1. The Special Conditions included in Annex 1;
 - 3.1.2. The UNOPS General Conditions of Contract included in Annex 2;

- 3.1.3. This Instrument of Agreement;
- 3.1.4. UNOPS/Stop TB-GDF' solicitation document, reference [insert reference number], dated [insert date], and subsequent amendments and clarifications, not attached hereto but known to and in the possession of both parties, including the Schedule of Requirements, attached hereto as Annex3;
- 3.1.5. The Price List included in Annex4;
- 3.1.6. Designation of Parties' Representatives in Annex5;
- 3.1.7. The Contractors' offer [reference [insert reference number], dated [insert reference date], as clarified by the agreed minutes of the negotiation meeting [dated [insert meeting date]], both documents not attached hereto but known to and in the possession of both parties.

4. Performance of the Contractor's Obligations.

- 4.1. The Contractor shall, when and if requested by UNOPS/Stop TB-GDF, supply goods described in Annex 3 with due diligence and efficiency and in conformity with sound professional, administrative, and business practices. Moreover, the Contractor's performance shall be made in accordance with the relevant Purchase Order issued by UNOPS/Stop TB-GDF for a particular purpose; this shall include furnishing all the technical and administrative support, human resources, materials and equipment necessary to complete the delivery of the goods.
- 4.2. The performance of the Contractor's obligations shall occur within the lead times specified in Annex 3, and adhering to the particular delivery schedule captured in the relevant Purchase Order.
- 4.3. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of its obligations as reflected in the relevant Purchase Order.
- 4.4. At the beginning of each quarter (January, April, July, October) the Contractor may be requested to provide a Quarterly Sales Report to UNOPS/Stop TB-GDF. These quarterly reports shall be as a minimum as per the below format.

UNOPS/Stop TB-GDF Purchase Orders under LTA # UNOPS-STBP xxxx – Period: dd/mm/yyyy to dd/mm/yyyy						
UNOPS /Stop TB- GDF Office	UNOPS /Stop TB-GDF PO#	PO date	Item ref.	Invoice ref	Invoice date	PO Value
TOTAL						

- 4.5. The Contractor shall forward an Order Status Report to UNOPS/Stop TB-GDF on a weekly or at least a monthly basis. The Order Status Report must indicate the week when each order will be ready and any reasons for delays. These monthly reports shall be as a minimum as per the below format:

UNOPS/Stop TB-GDF Purchase Orders under LTA # UNOPS-STBP xxxx – Period: dd/mm/yyyy to dd/mm/yyyy				
Order number	Destination	Order value	Status (readiness week)	Comments

- 4.6. The Contractor shall provide and maintain an inspection, quality, and manufacturing process control system covering the Goods that is acceptable to UNOPS/Stop TB-GDF. Records of all inspection work by Contractor shall be kept complete and made available to UNOPS/Stop TB- GDF during the period of this Agreement and for **thirty-six (36)** months thereafter. Copies of all material certifications and test results are to be submitted to UNOPS/Stop TB-GDF upon request.
- 4.7. The Contractor shall maintain or provide a service organization reasonably constituted to handle requests from UNOPS/Stop TB-GDF or its clients for technical assistance, maintenance, service, repairs and overhaul of the Goods.
- 4.8. All Purchase Orders shall be delivered in full unless partial deliveries are authorized in the Purchase Order or otherwise authorized by UNOPS/Stop TB-GDF in writing.
- 4.9. The Contractor may be requested to supply the Goods on terms other than that specified in Annex 4 to any country worldwide where UNOPS/Stop TB-GDF has emergency or development projects. Such supply of Goods would be requested by UNOPS/Stop TB-GDF on a case by case basis and, if agreed, such terms shall be recorded, together with any adjusted price, in the Purchase Order and that Purchase Order shall be governed by such terms as well as the provisions of this Agreement that are not inconsistent with such terms. If the Contractor does not agree to supply the Goods on such requested terms, the Contractor shall immediately inform UNOPS/Stop TB- GDF in writing.

5. Price and payment.

- 5.1. In full consideration for the complete and satisfactory performance of the Contractor's obligations as per each individual Purchase Order, UNOPS/Stop TB-GDF shall make payments to the Contractor as required under the relevant Purchase Order. Payments will be made by UNOPS/Stop TB-GDF by transfer to the bank account specified by the Contractor in the "oneUNOPS Supplier Profile" form. UNOPS/Stop TB-GDF shall bear the charges imposed by its bank. The Contractor shall bear any other bank charges pertaining to such bank transfer.
- 5.2. The prices reflected in each Purchase Order shall correspond to those include in Annex 4. Prices reflected in Annex 4 are not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor related to the performance of any of its obligations under this Agreement, including any individual Purchase Order. All reductions in market prices mandated by the originator of the **goods**, if any, will be passed on in full to UNOPS/Stop TB-GDF.
- 5.3. Payments effected by UNOPS/Stop TB-GDF to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Agreement and/or an individual Purchase Order, nor as acceptance by UNOPS/Stop TB-GDF of the Contractor's performance of such obligations.

- 5.4. UNOPS/StopTB-GDF shall effect payments to the Contractor within thirty (30) calendar days of the date of receipt and acceptance of the relevant original invoice and all other documents specified in the Purchase Order and in this Agreement, subject to the acceptance by UNOPS/Stop TB-GDF of the goods supplied reflected in the said invoice. The original invoice shall be submitted by the Contractor to the address specified in the relevant Purchase Order, upon achievement of the corresponding milestones as per the relevant Purchase Order. Under no circumstances shall UNOPS/StopTB-GDF be liable to pay interest on amounts not paid within this period.
- 5.5. In the event that the Price List in Annex 4 needs to be updated for any extensions of this Agreement, the Supplier shall provide UNOPS-Stop TB-GDF, not less than ninety (90) days prior to the expiry of each twelve (12) month period of this Agreement, with an updated version of Annex 4, including but not limited to an updated Price List. UNOPS-Stop TB-GDF shall advise the Contractor in writing of its acceptance or otherwise of this updated Annex 4 within sixty (60) days of receipt of this, and the Agreement shall be amended accordingly to reflect this.

6. Notifications pertaining to the Agreement.

- 6.1. For the purpose of notifications under the Agreement, the addresses of UNOPS/Stop TB-GDF and the Contractor are as follows:

For UNOPS/STOPTB-GDF:

[Insert name of RO/OC Director]

Director

[RO/OC.....]

UNOPS

Address

Ref. _____/_____/_____

[Insert contract reference and number]

For the Contractor:

[Insert name, address, phone, and fax/email]

- 6.2. Notice by certified mail shall be deemed to have been delivered on the date it is officially recorded as delivered to, or receipt refused by, the Party to whom it is addressed; if a notice is sent by certified mail but cannot be delivered because the Party to whom it is addressed is no longer open for business at that address, the notice shall be deemed to be delivered on the date delivery was attempted.

7. Notifications pertaining to specific Purchase Orders

- 7.1. Notwithstanding clause 6 above, notices and other communications pertaining to specific Purchase Orders shall be in writing in the English language and shall be either i) sent to the address of the UNOPS/Stop TB-GDF office issuing the relevant Purchase Order, this address would be clearly specified in the relevant Purchase Order; ii) delivered by personal delivery against signed receipt; iii) confirmed e-mail, addressed to the Party for whom intended at the address shown below or such other address as the intended recipient shall have designated by written notice previously given pursuant to this Agreement:

For UNOPS/Stop TB-GDF:

Stop TB Partnership Secretariat

Attention: Executive Secretary

Chemin du Pommier 40

1218 Grand-Saconnex

Geneva, Switzerland

Email: payments@stoptb.org

Ref. [Insert contract reference and number]

For the Contractor:

[Insert contractor name]

Attention: [Insert name]

Phone: [Insert phone number]

Email: [Insert email address]

8. Good faith.

- 8.1. The Parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

9. Amendment

- 9.1. No amendment to this Agreement or waiver of any of its provisions shall be valid unless approved in writing by the duly authorized representatives of the Parties.

10. Participation in Stakeholder meetings and utilization of GDF's electronic Order Management System ("OMS")

- 10.1. The Contractor may be expected to participate, at its own expense, in stakeholder meetings involving UNOPS/Stop TB-GDF, the Freight Forwarder(s) and the Quality Control Agent, on a semi-annual or annual basis.
- 10.2. The Contractor may be requested to utilize GDF's electronic Order Management System ("OMS"), a real-time order/quotation request and tracking tool with document management functionality, for entering delivery data and/or for document retrieval uploading; and

- 10.3. The Contractor is encouraged to register with Stop TB as a registered partner (registration via <http://www.stoptb.org/getinvolved/joinus.aspx>), pursuant to which, the guidelines and principles on cooperation and publicity applicable to Stop TB shall be applicable.

IN WITNESS WHEREOF, the Parties have caused the Contract to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED FOR AND ON BEHALF OF:

UNOPS

STOP TB PARTNERSHIP'S GLOBAL DRUG
FACILITY

By: _____

By: _____

Name: [insert name]

Name: [insert name]

Title: [insert name in capital blocks]

Title: [insert name in capital blocks]

Date: _____

Date: _____

FOR AND ON BEHALF OF CONTRACTOR

By: _____

Name: [insert name of authorised signatory of The Contractor]

Title: [insert name in capital blocks]

ANNEX 1: Special Conditions

Part 1 - Added Clauses

The following clauses shall apply notwithstanding any provision to the contrary within the UNOPS General Conditions of Contract for Goods as specified below.

No.	Clause Number	New Clause
1	Clause 4.1, Annex 2	<p>With respect to Clause 4.1, the following shall apply:</p> <ol style="list-style-type: none"> 1. Goods shall be delivered to the UNOPS/Stop TB-GDF named freight forwarder agent(s) as indicated on each Purchase Order ("Freight Forwarder"). 2. The following documents are required to be provided by the Contractor to the Freight Forwarder at least three (3) working days before the confirmed date of readiness of Goods: <ol style="list-style-type: none"> 2.1 Goods readiness notification, a copy of which shall also be provided to UNOPS/Stop TB-GDF; 2.2 A copy of itemized invoice or pro forma invoice; 2.3 A copy of packing list; 2.4 A copy of the certificate of analysis from the manufacturer's own quality control laboratory covering each batch delivered (with name or product, batch number, date of manufacturer, expire date, date of test and general description) if requested; and 2.5 Any other document/certificate required for export/import of the Goods, e.g. certificate of origin, certificate of conformity. 3. In the event that UNOPS/Stop TB-GDF or the designated consignee, as applicable does not receive the Goods at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Purchase Order, UNOPS/Stop TB-GDF shall be entitled to request the Contractor to pay any additional freight costs which may reasonably be incurred as the result of UNOPS/Stop TB-GDF's obligations to its clients to deliver the Goods on time and to avoid stock outs. 4. For payment purposes, and in addition to the documents stipulated in Article 4.1 of Annex 2, the following documents shall be sent by email to UNOPS/Stop TB-GDF: <ol style="list-style-type: none"> 4.1 Itemized invoice that includes the following statement "We herewith confirm this invoice to be in full compliance with pro forma invoice"
2	Clauses 4.2 and 4.6, Annex 2	<p>With respect to Clauses 4.2 and 4.6, the Goods shall, if stated in the applicable Purchase Order, be subject to pre-shipment inspection ("PSI") and/or sampling and quality control by the designated UNOPS/Stop TB-GDF quality control agent ("Quality Control Agent"), the cost of which shall be borne by UNOPS/Stop TB-GDF. Information should be made available by the Contractor to the Quality Control Agent three (3) working days before the PSI and/or sampling is requested to be carried out. Acceptance of the Goods shall only be valid following the receipt by UNOPS/Stop TB-GDF of satisfactory results of these acceptance tests.</p>
3	Clause 4.2, Annex 2	<p>Without limitation to Clause 4.2 of Annex 2, the following shall also apply:</p> <ol style="list-style-type: none"> 1. The Contractor shall permit UNOPS/Stop TB-GDF or any other representative as may be designated by UNOPS/Stop TB-GDF to have access to the manufacturing or storage facilities of the Goods at all reasonable times to inspect the manufacturing or storage sites and processes for the production, quality control, quality assurance and packing of the Goods. The Contractor shall

No.	Clause Number	New Clause
		<p>provide reasonable assistance to the representative for such appraisal, including copies of any documentation as may be necessary;</p> <p>2. The inspection may be carried out in conjunction with the appropriate national authority; and</p>
4	Clause 4.6, Annex 2	Without limiting clause 4.6 of Annex 2, acceptance of the Goods will be conditional upon the Goods having a minimum 80% remaining shelf life at the time of Goods readiness, based upon the total shelf life of each of the Goods as indicated in Annex 3. The lowest remaining shelf life of products included in the kit is considered as the remaining shelf life of the kit.
5	Clause 4.5, Annex 2	<p>With respect to Clause 4.5 of Annex 2:</p> <p>1. None of the Goods must have been subject to recall by the applicable regulatory authority due to unacceptable quality or other reason; nor must they have been rejected at a previous inspection by the UNOPS/Stop TB-GDF Quality Control Agent and in every other respect they must fully comply in all respects with the technical specifications required by UNOPS/Stop TB-GDF.</p> <p>2. In the event any of the component Goods are recalled either by the applicable regulatory authority of the manufacturing country, the applicable regulatory authority of the recipient country or the Contractor, the Contractor shall notify UNOPS/Stop TB-GDF within fourteen (14) calendar days, providing full details of the reason for the recall. The Contractor shall promptly replace, at its own cost and at the consignee's premises, the Goods covered by the recall, with Goods that fully meet the requirements of the technical specifications and original Purchase Order(s) against which they were supplied. The Contractor will:</p> <p style="padding-left: 40px;">2.1 Handle transport, insurance, quality control and/or PSI (if applicable) with the UNOPS/Stop TB-GDF contracted Quality Control Agent, and pay any applicable customs fees for new importation; and</p> <p style="padding-left: 40px;">2.2 Arrange either for destruction of the defective Goods at the consignee's location or collection of the defective Goods.</p> <p>3. All warranties for goods start from the date of acceptance of the Goods following their successful installation at site or 15 months from the date of invoice, whichever date comes first.</p>
6	Clause 13, Annex 2	Where this Agreement is terminated in accordance with Clause 13, such termination shall be without prejudice to Purchase Orders issued prior to the termination. Upon the termination of the Agreement, the Contractor shall dispose of UNOPS/Stop TB-GDF property in accordance with UNOPS/Stop TB-GDF' instructions.
7	Liquidated Damages	UNOPS may claim liquidated damages from the Contractor up to 0.1% of the price of the products to be delivered pursuant to a Purchase Order per additional calendar day of delay, up to a maximum total of 10% of the value of the Purchase Order. This provision shall be applied in good faith and only if the delay has resulted in an actual financial loss to UNOPS. The payment or deduction of liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this LTA or a Purchase Order.

ANNEX 2: UNOPS General Conditions of Contract

UNOPS General Conditions of Contract for the provision of Goods:

https://www.unops.org/business-opportunities/supplier-resource-centre#PopupLinkId_popupshowweprocure

ANNEX 3: Schedule of Requirements

[Insert here the Schedule of Requirements]

ANNEX 4: Price List

[Insert here the Price List]

General StopTB/GDF's Packaging and labelling requirements

Product labeling shall meet the requirements described in the International Medical Device Regulators Forum document: IMDRF/GRRP WG/N52 FINAL:2019: Principles of Labelling for Medical Devices and IVD Medical Devices. The language of the label and the product documentation should be in English, French, Spanish, and Russian plus optional two further languages e.g., Portuguese and Chinese (upon request).

All UNOPS/Stop TB-GDF deliveries in shipper boxes/pallet boxes to countries shall be shrink-wrapped to ensure safe transportation and in-country distribution, and to prevent water and moisture penetration. The contractor warrants that the cost for such packing with the shrink wrapping is included in the cost offered for the products. The deliveries should be packed/palletized in the most cost-effective way to minimize freight costs.

Primary/Secondary packaging:

Labelling on the in-vitro/medical device itself (label presentation must be strong to be kept during cleaning, disinfecting, or sterilization of the device if needed) or on the primary packaging of each unit or on the primary packaging of multiple devices shall include the following where applicable:

- Product name, type of product, and main characteristics of the device and its use.
- For imported IVD/medical devices, the name and postal address of either the authorised representative, or importer or distributor established within the importing country/jurisdiction may be required. This information may be added by the authorised representative, importer, or distributor within the country of import, rather than be provided by the manufacturer, in which case, the additional label should not obscure any of the manufacturer's labels.
- Name of the manufacturer and/or distributor including the physical address of the manufacturer. For contract manufacture, indicate as: manufactured by company X for company Y;
- Manufacturer's product reference code.
- Product net quantity of contents expressed in terms of weight or volume, numerical count, which accurately reflects the contents of the package;
- Date of manufacturing and date of expiry as YYYY-MM-DD, MM/YYYY, or DD/MM/YYYY;
- The batch code/lot number or the serial number of the IVD/medical device preceded by the word LOT or SERIAL NUMBER or an equivalent symbol, as appropriate, to allow post-market action to be taken if there is a need to trace or recall the IVD/medical device. However, for accessories, this may be substituted with a control number and for software, it should be substituted with a version number.
- For products supplied sterile or for single-use disposable devices, a date of up to when the device may be safely used (MM/YYYY or DD/MM/YYYY) should be clearly indicated including the date of sterilization and the sterilization method where applicable;
- Information for particular storage conditions that apply (temperature, pressure, light, humidity, etc., as appropriate (or equivalent harmonised symbol);
- Information for safety handling, as well as any warnings or precautions to be taken if applicable (or equivalent harmonised symbol)
- For devices that have CE marking approval, the CE mark should be on the item itself, or on the primary packaging as appropriate. Please note: if on the device itself, this should not be removable during handling, use, or cleaning of the device.
- Where relevant, if the IVD/medical device is intended for single use and there is a potential risk of re-use, (e.g., blood collection tubes), an indication of that fact;
- The product manual/leaflet/instructions for use must be included according to applicable technical norms.

Outer packaging:

The products shall be packed in heavy-duty outer boxes (sturdy export quality) to guarantee the protection of the product throughout the supply chain by air, sea, and/or road to final destinations worldwide. Sufficiently strong for exposure to extreme tropical temperatures (40°C) and air moisture (90% humidity). The products

with specific temperature control requirements must be packed and stored in appropriate conditions.

Technical specifications outer box:

- BC corrugated / cbmk78h2 (C- corrugated = 4.0mm / B- corrugated = 3.0mm)
- Weight per m2: Approx... 730 gr. The gross weight per carton shall not exceed 25 kg
- Build-up: Kraftliner 125gr, Wellenstoff 95gr, Testliner 190gr
- Recycling 85%

Content of the labeling:

The outer box must be pre-printed and should contain the following information:

- Product name(s), type of product(s), and main characteristics of the device(s) and its use.
- For imported IVD/medical devices, the name and postal address of either the authorized representative, or importer or distributor established within the importing country/jurisdiction may be required.
- Outer box/carton numbering (e.g., 'carton 1/40').
- Information for particular storage conditions that apply (temperature, pressure, light, humidity, etc., as appropriate (or equivalent harmonized symbol).
- The batch code/lot number or the serial number of the IVD/medical device preceded by the word LOT or SERIAL NUMBER or an equivalent symbol, as appropriate, to allow post-market action to be taken if there is a need to trace or recall the IVD/medical device. However, for accessories this may be substituted with a control number and for software it should be substituted with a version number. The size of the batch number printing on the inner and outer cartons shall be a minimum of 1.5 cm high. No carton shall contain more than 1 batch preferably.
- Statement **“Supplied by GDF. Not for resale”** and the French translation should be also available upon request **“Distribué par GDF. Vente interdite”**.

ANNEX 5: Designation of Parties' Representatives

UNOPS/Stop TB-GDF

- a) For the purpose of the performance of this Agreement, UNOPS has designated the following as its authorized representatives:
- **The UNOPS Office in charge of the administration of this Agreement is:**
Geneva Office
 - **The UNOPS officers authorized to approve this Agreement and any amendments to it are:**

Mikkel Broholt – Programme Director, UNOPS STOP TB
 - **The UNOPS officers authorized to sign Purchase Orders under this Agreement are:**
Officers acting in their capacity as Executive Director, Deputy Executive Director, Regional Director, Head of OC, during the absence of any of the foregoing, persons who are designated as Officers-in-Charge during said absence.

The Supplier

- b) For the purposes of the performance of this Agreement, the Supplier has designated the following as its authorized representatives:
- **The Supplier's division/office in charge of the administration of this Agreement is:**

.....
 - **The Supplier's representative authorized to approve this Agreement and any amendments to it is:**

.....
- c) The Parties shall notify each other in writing of any changes to the above representatives.