

(The footnotes are for instructions only. Please delete before submitting contract for signature.)

This Contract dated [date] is made

BETWEEN

The UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42nd Street, New York, NY 10017, USA (hereinafter referred to as “UN Women”);

and

[official name of company in full], duly incorporated or organized under the laws of [country], with its registered offices at [address] (hereinafter referred to as “the Contractor”);

(Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

WITNESSTH

WHEREAS, UN Women wishes to obtain the services of the Contractor as set forth below (the “Services”) in accordance with the terms and conditions set forth in this Contract (as defined below); and

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

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

Article 1 Contract Documents

1.1 This document and the documents listed below (“Contract Documents”) constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”):

1.1.1 UN Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A (“General Conditions”);

1.1.2 Terms of Reference, annexed hereto as Annex B (“TOR”) [*Include a Terms of Reference setting forth the description of the Services to be procured, clearly evidencing your requirements.*]

[1.1.3 Fee Schedule (the “Fee List”)];¹ [and]

[1.1.4 [Form of Performance Security]; [and]

[1.1.5 [other annexes that may be relevant]]

1.2 The Contract Documents are complementary of one another but,

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[1.2.4 Fourth, Annex C;]

[1.2.5 Fifth, Annex D;] [and]

[1.2.6... other Annexes]²

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

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

1.5 This Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with this Contract, shall be deemed to include, and shall be interpreted and applied consistently with, the provisions of Article 16 (Settlement of Disputes) and Article 17 (Privileges and Immunities) of the General Conditions.

Article 2

Effective Date and Term

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

(Select one option below and delete the other)

¹ In cost reimbursable contracts where there is a Fee Schedule (see Article 5, option 2), the Fee Schedule should be included as an annex.

² Modify order of priority of Annexes after the General Conditions, as appropriate, provided, however, the General Conditions should prevail over all other Annexes.

2.2 This Contract shall remain in effect for a period of *[Insert time period]* from the Effective Date, unless earlier terminated in accordance with the terms of this Contract.

OR

2.2 This Contract shall remain in effect until *[date]*/*[for a period of time]* from the Effective Date], unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”). The United Nations may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of *[number]* additional period[s] of up to *[time period]* each (the “Extended Term”). The UN shall provide a written notice of its intention to do so at least *[number]* days prior to the expiration of the then Initial Term.³

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

Article 3 Representations and Warranties

3.1 The Contractor represents and warrants that:

3.1.1 it is duly organized, validly existing and in good standing;

3.1.2 it has all necessary power and authority to execute and perform this Contract;

3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;

3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

3.1.5 all of the information it has provided to UN Women concerning provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;

3.1.6 it is financially solvent and is able to provide the Services to UN Women in accordance with the terms and conditions of the Contract;

[Optional] [3.1.7 Include any other relevant representations and warranties regarding the Contractor that are appropriate for the Services to be provided under this Contract.]

³ If this clause is selected, make corresponding changes / references to “Initial Term” and “Extended Term” throughout the document.

Article 4
Obligations of the Contractor

(Select one option below and delete the other)

OPTION 1 (DELIVERABLES SCHEDULE)
(Delete title directly above after selecting option)

4.1 The Contractor shall perform the services described in the TOR (the “Services”), in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall submit to UN Women the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

[e.g.

Progress report

.././....

.....

.././....

Final report

.././....]

OR

OPTION 2 (TASK ORDERS)
(Delete title directly above after selecting option)
(If selecting this option (task orders), include Article 4A, below)

4.1 The Contractor shall provide to UN Women [*detailed description of services (if appropriate, by reference to other contract documents, e.g., the Terms of Reference)*] (the “Services”) in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall perform the Services only upon issuance by UN Women of duly executed Task Orders (as defined below in Article 4A) in accordance with the requirements set forth in this Contract and such Task Order.⁴

Sections 4.3-4.18 should be included for both Options 1 and 2:

⁴ See “Guide to the United Nations General Conditions of Contract: Commentary and Utilization in UN Procurement Activities,” paragraph 37, under “A Note Concerning ‘Requirements’ Contracts”, advising that such contracts specify a minimum quantity of Services to be ordered by the Organization, especially where the Organization does not commit to deal with the Contractor as its exclusive supplier.

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

4.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by [*mail, courier and/or fax*] to the address specified in Article 17 (Notices) below.

4.5 The Contractor and its Personnel (as defined in Article 4.12 below) shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards.

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

4.7 The Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract.

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

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

4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.⁵

⁵ Insert references to any specific applicable standards.

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

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

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

4.14 The Contractor shall maintain for the term of the Contract detailed financial records, which clearly identify all funds received from UN Women and expended by the Contractor for the implementation of the Contract. The Contractor shall ensure that adequate systems of internal control are put in place to ensure that the financial management of this Contract is conducted with the highest level of due diligence.

4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN Women personnel, Contractor's personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN Women in accordance with Article 18 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision shall entitle UN Women to terminate the Contract or any other contract with UN Women immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

4.16 The Contractor expressly acknowledges and agrees that Article 25 (Observance of the Law) of the General Conditions includes, but is not limited to, Contractor's obligation to undertake all reasonable efforts to ensure that: (a) none of the UN Women funds received under this Contract are used to provide support to individuals or entities associated with terrorism, and (b) the recipients of any amounts provided by UN Women hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision, as well as Article 25 (Observance of the Law) of the General Conditions, must be included in all sub-contracts or sub-agreements entered into by Contractor under this Contract.

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

4.18 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 4, and Article 8 (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract.”

[Optional] [4.19 *The Contractor shall perform the Services using the personnel listed as key personnel below: [List] (collectively, the “Key Personnel”).*]⁶

[Optional][4.20 *Include any other provisions regarding the Contractor’s personnel (e.g., designation of managers, liaisons or points of contract) that are appropriate.*]

[ARTICLE 4A]

[TASK ORDERS]

(Delete this Article (4A) if selecting option 1 (deliverables schedule) above under Article 4)

[4A.1 UN Women shall issue to the Contractor, from time to time during the [Initial Term][and the Extended Term] Task Orders in the form set out at Annex [___] , setting out the [types] of Services required and other instructions for the performance of Services (each, a “Task Order”). No Task Order shall be valid unless authorized and signed by a duly authorized UN Women official. Each Task Order shall, at a minimum, make reference to this Contract, indicate the type(s) of Services ordered, the applicable [rates]/[fees] [and total fee] for the Services being ordered, schedule for performance, and other relevant details. Task Orders shall be transmitted to the Contractor by [means of transmission] [other details of Task Order transmittal and acknowledgment].]

[4A.2 All Task Orders issued by UN Women pursuant to this Contract, and all Services performed by the Contractor pursuant to such Task Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Task Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of a Task Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.]

[4A.3 The Contractor shall promptly acknowledge receipt of each Task Order, and the date of its receipt, by [manner of confirmation]]. Any failure by the Contractor to provide such

⁶ Insert list of Key Personnel if required.

acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.]

[4A.4 The Contractor shall accept changes to or cancellations of Task Orders by UN Women without penalty or charge, provided UN Women provides written notice of such change or cancellation not later than [number] days [following issuance of the Task Order] [prior to the scheduled performance date].]

Article 5

Contract Price

(Select one option below and delete the other)

OPTION 1 (FIXED FEE)⁷

(Delete title directly above after selecting option)

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a total fixed fee of _____ [*insert currency & amount in figures and words*].

5.2 The fee for the Services provided in Article 5.1 shall remain firm and fixed during the term of the Contract.

5.3 Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the fee for the Services provided hereunder is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

5.4 UN Women shall effect payments to the Contractor in accordance with Article 7 (Time and Manner of Payment) below against the Contractor's invoices meeting the requirements of this Article and Article 6 (Submission of Invoices) below. Such invoices are to be submitted only upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE⁸</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
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⁷ This option is to be used for fixed fee contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract. Compensation for services is usually referred to as the fee. In a fixed fee contract, there are no "rates"; the amount of the fee is fixed. However, payments of the total fee may be in installments, based on achievement of milestones, as provided in art. 5.4.

⁸ Under UN Women Financial Rule 2407, "except where normal commercial practice or the interests of UN Women so require, no contract shall be made on behalf of UN Women that requires a payment or payments in advance of the delivery of products or the performance of contractual services. Whenever an advance payment is agreed in accordance with administrative instructions and justification is issued by the Chief Procurement Officer,

Upon..... ././.....

..... ././.....

Invoices shall indicate the milestones achieved and corresponding amount payable, and shall include such supporting documentation as UN Women may require.

5.5 All stipends and other allowances, if any, to be paid by UN Women are to be compensated for at rates specified in the Contract, and if not so specified, at rates not to exceed any current rates for the stipend or allowance in question applicable to UN Women.

OR

OPTION 2 (TIME-BASED CONTRACTS)⁹
(Delete title directly above after selecting option)

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a price not to exceed _____ [*insert currency & amount in figures and words*].

5.2 The amount set forth in Article 5.1 above is the maximum total amount payable to the Contractor under this Contract, and is not a guaranteed amount. The Fee Schedule in Annex _____ [insert annex number] contains the maximum amounts per cost category that are reimbursable under this Contract; such maximum amounts are not guaranteed amounts. The

the reason therefor shall be recorded. Progress payments may be permitted pursuant to normal commercial practice or in the interest of the organization, in accordance with administrative instructions issued by the Chief Procurement Officer. Progress payments may be permitted pursuant to normal commercial practice or in the interest of the organization, in accordance with administrative instructions issued by the Chief Procurement Officer.” If an advance payment is granted, define the first milestone as “upon signature of the contract by both parties”. Please note that advance payments should be granted only in exceptional cases, and that they must comply with UN WOMEN policies and procedures. See, also, POM, section 13.6. The advance payment, in all cases, shall not exceed 20 per cent of the total contract amount. Examples of activities that may justify an advance payment are (1) mobilization costs (civil works); (2) start-up costs (services); or (3) design costs. Any interest earned by a payee on an advance payment by UN Women shall be recoverable and, when paid to UN Women, credited to miscellaneous income. For additional provisions that will be necessary when an advance payment is authorized, see Article 11 (“Advance Payments”), below.

⁹ This version of is to be used for time and materials contracts. Normally, such contracts should be used where the compensation of the contractor is based on time spent in performing the services, and possibly with reimbursement of expenses incurred by the contractor. Cost reimbursable contracts are not normally used for the provision of services. Instead, where the contractor's compensation is based on time spent in performing the services (and possibly reimbursement of expenses for materials), a time and materials contract should be used; see POM, sec. 11.2.

Contractor shall reflect in its invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

5.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under Article 5.1 or of any of the amounts specified in the Fee Schedule for each cost category without the prior written agreement of _____ [name and title], UN Women.

(Select one of the following clauses (5.4) and delete the other)

5.4 The Contractor shall submit itemized invoices for the work done every _____ [insert period of time or milestones]. Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [name and title], UN Women.

OR

5.4 The Contractor shall submit an itemized invoice for _____ [insert amount and currency of the advance payment in figures & words] upon signature of this Contract by both parties and itemized invoices for the work done every _____ [insert period of time or milestones].¹⁰ Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [name and title], UN Women.

5.5 Progress and final payments shall be effected by UN Women to the Contractor in accordance with Article 7 (Time and Manner of Payment). Such payments shall be subject to any specific conditions for reimbursement contained in the Fee Schedule.

5.6 Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the rates for the Services provided hereunder are inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, including, all taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

5.7 All stipends and other allowances, if any, to be paid by UN Women are to be compensated for at rates specified in the Contract, and if not so specified, at rates not to exceed any current rates for the stipend or allowance in question applicable to UN Women.

Article 6

Submission of Invoices

6.1 The Contractor shall submit to UN Women an original copy of its invoices for all Services supplied to the UN Women in accordance with this Contract, together with such supporting documentation as is required in the preceding Article 5 (Contract Price), as follows:

¹⁰ This clause should be used if an advance payment is granted. See footnote 7 above. If this clause is used, please see Special Conditions in Article 11 regarding “Advance Payment”.

[Insert address and contact details for submission of invoices].

6.2 Without limiting the requirements regarding invoices in Article 5 (Contract Price), above, the Contractor's invoices shall specify, at a minimum, a description of the Services performed in accordance with the Contract, the unit prices in accordance with the Fee Schedule and the total price of the Services.

Article 7

Time and Manner of Payment

7.1 Payments under this Contract shall be made to the Contractor thirty (30) days from receipt of the Contractor's invoice and supporting documentation and certification by UN Women that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN Women disputes the invoice or a portion thereof. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

Name of Bank:
Bank Address:
Bank ID:
Account No:
Title/name:
Currency of Payment:
Currency of Bank Account:
Type of Account:

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

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

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

7.5 If UN Women disputes any invoice or a portion thereof, UN Women shall notify the Contractor accordingly, including a brief explanation of why UN Women disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UN Women shall pay the Contractor the amount of the undisputed portion in accordance with Article 7.1 above. UN Women and the Contractor shall consult in good faith to promptly resolve

outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

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

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

Article 8

Review; Improper Performance

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

8.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UN Women's other rights and remedies under this Contract or otherwise, UN Women shall have the following options, to be exercised in its sole discretion:

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

8.2.2 If the Contractor does not promptly take corrective measures or if UN Women reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UN Women may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in

the event of UN Women obtains the assistance of other entities or persons, the Contractor shall cooperate with UN Women and such entity or person in the orderly transfer of any Services already completed by the Contractor.

8.2.3 If UN Women, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UN Women, at the UN's sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

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

Article 9 Special Conditions

(You may include or delete special clauses 9A to 9G below, as required, in order to adapt the model contract to the specific situation.)

Article 9A Insurance

(Consult with Insurance and Disbursement Section,¹¹ as appropriate, regarding the sufficiency of Article 6 (Insurance and Liability) of the General Conditions, for the particular contract, and include here any special or additional provisions as advised by Insurance and Disbursement Section, including thresholds for insurance policies. Examples of particular types of insurance that might be appropriate are professional liability insurance, financial institution bond, cyber risk insurance, general liability insurance.¹² Also, it should be considered whether insurance requirements should apply to subcontractors.)

Article 9B Advance Payments¹³

9B.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UN Women of a bank guarantee (valid for the duration of the contract) or certified check for the full amount of the advance payment issued by a Bank and in a form acceptable to UN Women.¹⁴

¹¹ Contact Business Facilities at Headquarters: hq.facilities@unwomen.org or marianna.belsky@unwomen.org

¹² For drafting of particular clauses for particular types of insurance, contact the UN Women Legal Adviser at Headquarters

¹³ Regarding advance payments, see POM, sec. 13.6.

¹⁴ This clause must be used when an advance payment of \$30,000 or more is granted to the Contractor and may be used for payments under \$30,000 when appropriate. See footnote 7, above.

9B.2 The amounts of the payments referred to under Article 5 (Contract Price) above shall be subject to a deduction of _____ *[insert percentage that the advance represents over the total price of the contract]* % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.¹⁵

9B.3 Any interest earned by the Contractor on an advance payment by UN Women shall be specifically accounted for and paid by the Contractor to UN Women, by means of deductions from the Contractor's invoices or by such other means as UN Women may direct.

Article 9C **Security**¹⁶

9C.1 The Contractor shall take reasonable measures to safeguard its Personnel, protect property and safeguard against sabotage, damage, loss and theft of all material, supplies, and equipment, including, without limitation, UN Women furnished equipment and supplies. As used in this Contract, the term "UN Women furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.

9C.2 The Contractor shall develop a security plan in consultation with UN Women, including detailed procedures to cover evacuation, personnel, equipment, safeguarding of UN-furnished equipment and supplies, unlawful interference, baggage screening for carriage of weapons, explosives, narcotics and contraband, and prevention of sabotage. The Contractor shall submit such security plan to UN Women within *[number]* days of the Effective Date. UN Women reserves the right to examine procedures, methods and facilities used by the Contractor to provide security. The Contractor shall give due consideration to adjustments to such procedures or facilities as may be recommended by UN Women. Nothing in the foregoing provisions, including inter alia UN Women's examination of the Contractor's security plan or its making of recommendations regarding such security plan, shall limit or abrogate the obligations and responsibilities of the Contractor under this Contract to safeguard the safety and security of its Personnel, the Contractor's equipment and other property, UN Women furnished equipment and supplies and Personnel's personal effects and other property.

9C.3 UN Women may, when feasible and appropriate in the sole opinion of UN Women:

12.3.1 Inform and, to the extent necessary, update the Contractor of its security regulations, policies and procedures;

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

¹⁵ This clause must be used when an advance payment is granted (whatever the amount). A payment upon signature is considered an advance payment.

¹⁶ This Article may be included for Services that will be provided on-site where security measures are necessary.

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

9C.5 Neither UN Women nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor, its Personnel, the Contractor's equipment or other property or the Personnel's personal effects or other property during, in connection with or as a result of, UN Women's or the Contractor's taking or failure to take any security measures provided for in this Article. Further (i) the Contractor shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against UN Women, its officials, agents, and employees, in respect of, based on or in any way relating to UN Women's or the Contractor's taking or failure to take such security measures; and (ii) without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless UN Women, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other third party against UN Women, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to UN Women's or the Contractor's taking or failure to take any such security measures.

Article 9D

Liquidated Damages¹⁷

9D.1 The Contractor acknowledges the requirement of UN Women that the Services be performed in accordance with the TOR. In particular, UN Women will suffer both financial loss and inconvenience as a result of late performance. The Contractor therefore acknowledges that time is of the essence in relation to the provision of the Services.

9D.2 In the event of the Contractor's failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that UN Women may have under this Contract or otherwise, United Nations may, at its sole option, demand liquidated damages for such delay ("Liquidated Damages"). Such Liquidated Damages shall be *[percentage of payable amount, or any other amount representing a reasonable pre-estimate of damages to be suffered by UN*

¹⁷ In some particular service or construction contracts, the parties to a contract may expressly agree, in advance, to a sum that shall be payable as damages for any breach. See POM, sec. 13.4. These liquidated damages are an estimate of actual loss that would be incurred and are not considered a penalty. If liquidated damages are required, it should be indicated in the tendering documents and included as a "Special Condition". In such cases, when delays result in extra costs, or loss of revenue or loss of other benefits to UN Women, liquidated damages are paid by the supplier to UN Women to cover costs incurred by the delay. Liquidated damages are provided to cover late delivery and calculated as a percentage of the contract value up to a maximum amount. Liquidated damages for late delivery normally accrue each day, or other period of calculation, of late delivery. UN Women can require that the liquidated damages clause be in addition to other remedies.

Women for the Contractor's delay], for each *[period of time]* of delay beyond the date upon which the Services were due to have been completed.

9D.3 The Parties agree that any rights to terminate this Contract shall have no effect on UN Women's right to claim Liquidated Damages pursuant to this Article.

9D.4 UN Women shall have the right to deduct any Liquidated Damages to which it is entitled under the terms of this Contract from any monies due from UN Women to the Contractor, or to recover the same as a debt due from the Contractor.

9D.5 Liquidated Damages shall be payable by virtue of the sole fact of the delay without the need for any previous notice or any legal or arbitral proceedings, or proof of damage, which shall in all cases be considered as ascertained.

Article 9E **Performance Security¹⁸**

9E.1 No later than *[number]* days following the Effective Date of the Contract, the Contractor shall provide to UN Women, at the Contractor's sole cost and expense, performance security in the form of a *[standby letter of credit]/[independent bank guarantee (first demand guarantee)]* in accordance with the form set forth in Annex *[insert Annex number]* hereto, or a similar instrument acceptable to UN Women in its sole discretion, in the amount of *[currency][number in words and figures]* (the "Performance Security"). In the event that the relevant contract amount is materially increased, UN Women shall have the right, at its sole option, to require a corresponding increase in the amount of the Performance Security, which the Contractor shall provide within *[number]* days following such request.

9E.2 The Performance Security shall serve to secure the performance by the Contractor of its obligations in accordance with the terms and conditions of this Contract, and to provide a source of compensation for UN Women for any failure by the Contractor to perform such obligations. If the Contractor fails to deliver the Performance Security to UN Women within the time limit specified herein, UN Women shall, without prejudice to any other rights or remedies, be entitled to withhold payment from any one or more invoices submitted by the Contractor up to the required amount of the Performance Security.

9E.3 The Performance Security shall require the Issuer (as defined in Article 14.6 below) to deliver the money required by UN Women immediately upon *[for standby letter of credit, presentment to the Issuer of a draft]/[for independent bank guarantee (first demand guarantee), a first written demand by UN Women]* in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall

¹⁸ This Article should be included only if a performance security will be required. It is UN Women's policy not to require a performance security deposit unless there is either a construction contract where the standard form is used; or, the Director of Management and Administration considers that UN Women's interests require particular protection. If a performance security is to be requested, the solicitation document shall specify the requirements including the deadline for provision of the security. See POM, sec. 6.6. If a performance security is required, then UN Women should ensure that such original performance security is provided by the Contractor in accordance with the timeframe as specified under the Contract.

be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.

9E.4 The Performance Security shall remain valid and in force until [date], subject to extension if so provided in this Contract or the Performance Security. The Performance Security shall not be subject to any form of suspension by interim relief, whether by arbitral order or otherwise.

9E.5 In the event the Term of this Contract is extended, the Contractor shall obtain, at its sole cost and expense, an extension of the Performance Security. The Contractor shall obtain such extension within thirty (30) days after the date of such request, or if the Performance Security would expire sooner than thirty (30) days after such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract. In the event that the Performance Security contains a provision for automatic extension, the Contractor shall notify UN Women in writing of each such automatic extension not later than thirty (30) days prior to the date on which the Performance Security would otherwise expire. In the absence of such notice, or if the Contractor notifies UN Women that the Performance Security will not be extended, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

9E.6 The Performance Security shall be issued by a prime commercial and accredited financial institution acceptable to UN Women in its sole discretion (the “Issuer”). If the Issuer of the Performance Security files for bankruptcy or is declared bankrupt, becomes insolvent or is liquidated or its right to do business is suspended or terminated, the Contractor shall within five (5) days thereafter provide another Performance Security, which shall be issued by an Issuer and in a form acceptable to UN Women. The Contractor shall have an obligation to promptly notify UN Women in writing in the event that any of the foregoing has occurred or is likely to occur. If the Contractor fails or refuses to comply with the foregoing obligations, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

Article 9F

UN Women Equipment and Supplies¹⁹

9F.1 Title to equipment and supplies purchased by the Contractor with funds provided by UN Women or for which the Contractor is entitled to be reimbursed under the terms of this Contract shall pass to and vest in UN Women upon acceptance by UN Women of such equipment or supplies following UN Women’s receipt of the equipment and supplies and the Contractor’s compliance with UN Women’s inspection procedures. In the event that the Contractor is requested in writing by UN Women to purchase other equipment or supplies on UN Women’s

¹⁹ This Article should be included if the Contractor will be using equipment or supplies provided by UN Women, or purchased for UN Women by the Contractor.

account, such equipment or supplies shall be purchased by the Contractor on a cost reimbursable basis provided that (a) prior to purchasing such equipment or supplies the Contractor notifies UN Women of the cost thereof, and provides to UN Women such other information concerning such equipment or supplies as UN Women may request, and (b) UN Women authorizes the Contractor, in writing, to purchase the equipment or supplies. Title to such equipment or supplies shall pass to and vest in UN Women following UN Women's receipt of the equipment and supplies and the Contractor's compliance with UN Women's inspection procedures. Authorization by UN Women to the Contractor to purchase such equipment or supplies shall not increase the relevant contract amount set forth in Article 5 hereof.

9F.2 In addition to UN Women's rights under Article 8 (Equipment Furnished by UN Women to the Contractor) of the General Conditions, the Contractor shall be responsible and accountable to UN Women for UN Women furnished equipment and supplies [*as defined in Article 12.1, above.*] **OR** [*As used in this Contract, the term "UN Women furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.*]²⁰ The Contractor shall take reasonable measures necessary to preserve such UN Women furnished equipment and supplies from loss or damage until returned to UN Women.

9F.3 UN Women and its authorized agents or representatives shall have access at all reasonable times to the premises in which any UN Women furnished equipment and supplies are located for the purpose of inspecting such equipment or supplies.

9F.4 Within [*number in words and figures*] days of the Effective Date, UN Women shall provide a list of UN Women equipment and supplies which UN Women intends to make available for use by the Contractor in performing this Contract. At such time, the Contractor's duly authorized representative and UN Women's representative or agent shall conduct a joint inspection of such equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. Items missing or not in working order shall be recorded. UN Women may, in its sole discretion, replace missing items or repair items not in working order. The Contractor's duly authorized representative and UN Women's representative or agent shall sign this list, indicating their agreement as to the quantity, working order and condition of the UN Women furnished equipment and supplies, and the list shall thereupon be annexed to this Contract as Annex [*insert number of Annex*] in accordance with Article 19 (Modifications) of the General Conditions. If the Contractor does not participate in the inspection of the UN Women furnished equipment and supplies mentioned above, the Contractor shall accept the listing provided by UN Women. No later than [*number*] days prior to the expiration or termination of this Contract, or when such equipment and supplies are no longer needed by the Contractor, the Contractor and UN Women's representative or agent shall conduct a joint inspection of the UN Women furnished equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. The Contractor shall replace

²⁰ The term "UN Women furnished equipment and supplies" is defined in Article 12.1 under "Security" (which will not necessarily be included in all contracts). If the provision on "Security" is included, the reference in the present article should be to the definition of UN Women furnished equipment and supplies in that provision. If the provision on "Security" is not included, the definition of the term should be included here.

missing items and repair or maintain items not in working order, subject to normal wear and tear, before returning them to UN Women and before the expiration or termination of the Contract.

9F.5 Subsequent issues of equipment or supplies by UN Women to the Contractor shall only be effected to a duly authorized representative of the Contractor who shall acknowledge receipt in writing of such equipment or supplies, recording the quantity, working order and condition of the equipment or supplies in accordance with Article 15.4, above.

9F.6 The Contractor shall promptly report to UN Women any accidents, theft, loss of or damage to equipment or other property of the Contractor or UN Women, or UN Women furnished equipment or supplies, or other incidents of a similar nature. In addition, the Contractor shall cooperate with all investigations into such accidents, theft, loss of or damage to such equipment, supplies or other property, or other incidents, which may be instituted by UN Women and/or governmental or other authorities.

Article 9G

Amendment of General Conditions

9G.1 Owing to *[insert reasons for amendment]*, Article(s) *[insert articles to be amended]* of the General Conditions in Annex A shall be amended to read/be deleted as follows: *[Insert amended language]*²¹

Article 10

Notices

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

If to the Contractor:

[Please insert address of Contractor]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

If to the UN Women:

²¹ This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of UN Women's legal status. All such changes to the General Conditions shall require consultation with the Legal Adviser.

[Please insert address of UN Women]
Attn: [name/title]
Fax: [number]
Email: [email]

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

Article 11 Amendment

Any modification to this Contract shall be in accordance with Article 19 (Modifications) of the General Conditions.

Article 12 Miscellaneous

12.1 Without limiting the provisions of Article 19 (Modifications) of the General Conditions, no terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.

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

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

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

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

12.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, only the Parties and their respective successors and permitted assigns.

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

FOR [NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

Date: _____

FOR UN WOMEN

By: _____

Name: _____

Title: _____

Date: _____

ANNEX A
UN WOMEN GENERAL CONDITIONS OF CONTRACT—CONTRACTS FOR THE
PROVISION OF SERVICES

The General Conditions can be accessed at:

<http://www.unwomen.org/~media/commoncontent/procurement/unwomen-generalconditionsofcontract-services-en.ashx>

ANNEX B

TERMS OF REFERENCE

General guidelines

1. A TOR is a supplementary contract document which describes the Services to be performed by the Supplier and the results to be achieved. A TOR should not be substituted with solicitation documents and/or the Supplier's proposal/bid, although these documents may be useful in drafting the TOR.
2. The TOR acts as a baseline for resolving questions about the scope of the Services in the Contract. It should be well-drafted to avoid confusion about expected performance, unnecessary disputes or costs, delays or deteriorating relations. The TOR should be:
 - Concise;
 - Specific, clear and unambiguous;
 - Consistent with the provisions of the Contract;
 - Complete and accurate;
 - Achievable; and
 - Measurable and verifiable.
3. The TOR should answer the following questions:
 - What should be done;
 - How it should be done
 - Who will do what;
 - When it should be done;
 - Where it should be done; and
 - How performance will be judged.
4. Below is a template, which should be tailored for the specific needs of the user.

Terms of Reference for *[insert Services to be procured]*

Deliverables	<p><i>Aim: define the Deliverables that the Supplier is expected to produce.</i></p> <ul style="list-style-type: none">• <i>Describe accurately what results the Supplier is expected to produce: these will be the Deliverables.</i>• <i>Define the minimum requirements that a Deliverable must meet, in terms of quality and quantity to be acceptable by UN Women, as well as any other applicable requirements and/or standards.</i>• <i>Identify the amount of payment to be made for each Deliverable. This will form the basis for and correspond to the "Payment" section of the Contract.</i>• <i>Specify that payment is always conditional upon the satisfactory acceptance of the Deliverables by UN Women.</i> <p><u>Examples:</u></p> <ul style="list-style-type: none">• <i>Reports: "One capacity assessment report which defines the</i>
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	<p><i>national capacities needed to develop the protection systems for victims of domestic violence. The report should state capacities at all levels and include a section on the capacities of community-based organizations. The report shall be submitted within five months of the commencement of the Contract”</i></p> <ul style="list-style-type: none"> • <i>Training sessions: “Four 3-day training sessions for XX number of local government officials of Country X on the implementation of the agreed conclusions of the Commission on the Status of Women, in March, June, September and December of 20XX, in city X,Y, Z and A respectively”</i> • <i>Evaluations: “One evaluation report on the overall performance on the programme on the creation of employment opportunities for women in Country X, the outputs related to inputs and the financial management of the programme, to be delivered within 6 months of the commencement of the Contract. The should be of a presentation quality suitable for internal use, and of an accuracy and reliability suited to be used as a basis for policy and budgeting decisions”</i>
Activities/Tasks	<p><i>Aim: describe how the Services will be provided by the Supplier.</i></p> <p><i>NOTE: This section can be included if there is flexibility as to how the Services will be provided. If there is no flexibility, then do not include it.</i></p> <ul style="list-style-type: none"> • <i>Describe clearly the activities that the Supplier must perform to achieve each Deliverable.</i> • <i>Use verbs/”action words” to describe the activities (to assess, to identify, to prepare, to conduct, to review etc.).</i> <p><i><u>Example:</u> “Activities include but are not necessarily limited to the following tasks: Review existing financial statements and prepare proforma financial statements in compliance with IPSAS.”</i></p>
Personnel/Qualifications	<p><i>Aim: name the personnel who are expected to perform the Services and any particular qualifications, experience or expertise they are expected to have.</i></p> <ul style="list-style-type: none"> • <i>Define who within the Supplier’s organization will be providing the Services.</i> • <i>If there are key personnel, list them by name and title</i> • <i>If relevant, include a description of the qualifications required, including educational and professional experiences and any other requirements as relevant (e.g. familiarity with certain technological tools, language requirements, etc.).</i> <p><i><u>Examples:</u></i></p> <ul style="list-style-type: none"> • <i>Master’s degree (or equivalent) in the fields of ...</i> • <i>Advance knowledge of computers and office software packages, experience in handling web-based management systems.</i> • <i>Knowledge of Country XX and country experience required.</i> • <i>Fluency in written and spoken English and Arabic.</i> • <i>X years of professional experience in the fields of ...</i>
Roles and	<p><i>Aim: describe any specific responsibilities of UN Women and the</i></p>

responsibilities of the parties	<p><i>Supplier.</i></p> <ul style="list-style-type: none"> • <i>Identify any specific assistance, facilities, equipment, personnel, materials or supplies which the Supplier and/or UN Women will provide</i> • <i>Identify any particular arrangements necessary for the performance of the Services, and who will perform those arrangements</i> <p><i><u>Example:</u> “UN Women will provide a desk and a desktop computer in Office X. The Supplier shall be required to bring his/her own laptop while traveling on mission.”</i></p>
Timeframe and location	<p><i>Aim: define the time frame for the delivery of the Deliverables.</i></p> <ul style="list-style-type: none"> • <i>Define the total duration of the Contract.</i> • <i>Define all relevant schedules, milestones or deadlines, relating to the “Deliverables” section above.</i> • <i>This will be the basis for and correspond to the ‘Payment’ section of the Contract. It will set the dates and timeframe for performance of the Services, the submission of invoices and payment.</i>
Communication and reporting obligations	<p><i>Aim: describe the communication/reporting obligations of the Supplier. NOTE: this will be particularly relevant if the Supplier is performing the Services in phases.</i></p> <ul style="list-style-type: none"> • <i>Identify how UN Women will be informed about the progress of the Services (e.g. X milestones achieved), in order to allow UN Women to monitor the Services.</i> • <i>Describe when the Supplier is expected to report (related to the Deliverable milestones), to whom and on what. The reports may cover such aspects as progress made in the provision of the Services, identification of unforeseen issues or areas of concern, delays in the provision of the Services, causes of such delays and proposed measures to correct such causes.</i>