

Blanket Purchase Agreement No.

between

the International Atomic Energy Agency

concerning

Security Event Management (SEM) Services

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This Blanket Purchase Agreement (the Agreement) is made between the International Atomic Energy Agency (hereinafter referred to as "the IAEA") whose address is: Wagramerstrasse 5, P.O. Box 100, A-1400 Vienna, Austria, and _____ (hereinafter referred to as "the Supplier") whose address is _____.

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

WHEREAS pursuant to the IAEA's Request for Proposal Number _____ for the procurement of Security Event Management (SEM) Services, the offer of the Supplier was accepted.

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

Article 1

Scope of Work

1. The Supplier shall supply/provide the IAEA, as and when ordered, the goods and/or services described in Annex B ("_____") at the price/prices stipulated in Annex C ("_____") for the period of validity of the Agreement, as indicated in Article 7 below.
2. Any request by the IAEA shall be made by Purchase Order(s) issued by the IAEA.
3. The IAEA does not warrant that it will purchase any minimum quantity/volume of goods and/or equipment and/or services described in the Annex during the period of validity of this Agreement.
4. Any order made by the IAEA under this Agreement shall be governed by Annex A ("IAEA General Conditions of Contract"), Annex B ("_____") and Annex C ("_____"), listed here in order of precedence.

Article 2

Delivery and Lead Times

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

Article 3

Changes in Conditions

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

Article 4

Privileges and Immunities

Nothing in this Agreement shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

Article 5

Arbitration

All disputes arising out of or relating to the interpretation or implementation of this Agreement which cannot otherwise be settled by the Parties shall be referred by any of them to arbitration for settlement in accordance with UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria, and the language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the Parties.

Article 6

Amendment

No modification, or changes 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.

Article 7

Entry into Force

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

The IAEA has the option to extend the Agreement for two (2) further twelve (12) month periods under the same terms and conditions as those of this Agreement. The optional extensions will be implemented through a written notification to the Supplier by the IAEA.

**For the International Atomic Energy
Agency:**

For _____:

(Signature)

(Signature)

(Name and Title)

(Name and Title)

(Place and Date)

(Place and Date)