Contract for Small Services [Contract reference and number]

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, ("UNOPS"); 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, the Parties.

1. Scope of the Services.

1.1. UNOPS intends to retain the Contractor for the implementation of certain services regarding [insert summary description of the services].

1.2. The Contractor has represented to UNOPS that it has the appropriate experience, expertise, licences, and resources to undertake the Services and has agreed to undertake the Services in accordance with the Contract.

1.3. In reliance on the Contractor's representations UNOPS has entered into the Contract.

1.4. The Contract sets out the terms and conditions upon which the Contractor will undertake the Services.

2. Entry into force. Time limits.

2.1. The Contract shall enter into force upon its signature by both Parties.

2.2. The Contractor shall commence the performance of the Services not later than [insert date] and shall complete the Services [Note to be deleted: choose either (a) "within [insert number of [calendar/working] days or months] of such commencement" or (b) no later than [date]".

2.3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

3. Contract 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 Contract, having superseding effect over any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract:

3.1.1. The Special Conditions included in Annex 1;

3.1.2. The UNOPS General Conditions of Contract for the provision of Services included in Annex 2;

3.1.3. This Instrument of Agreement;

3.1.4. UNOPS' 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 Annex 3;

3.1.5. The Breakdown of Costs included in Annex 4; [Remove if not relevant]

3.1.6. The Contractors' proposal [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 Services.

4.1. The Contractor shall perform and complete the Services described in Annex 3 with due diligence and efficiency and in accordance with the Contract.

5. Price and payment.

[Note to be deleted: Select either Option 1 or 2 below and remove the other one]

[Note to be deleted: Option 1 (fixed price)]

5.1. In full consideration for the complete and satisfactory performance of the Services in accordance with the Contract, UNOPS shall pay the Contractor a fixed contract price of [insert currency and amount in figures and words].

5.2. The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

5.3. Payments effected by UNOPS to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNOPS of the Contractor's performance of the Services.

5.4. UNOPS shall effect payments to the Contractor within thirty (30) calendar days of the date of receipt of the relevant original invoice, subject to the acceptance by UNOPS of the Services reflected in the said invoice. Payments will be made by UNOPS by transfer to the bank account specified by the Contractor in the "oneUNOPS Supplier Profile" form. UNOPS shall bear the charges imposed by its bank. The Contractor shall bear any other bank charges pertaining to such bank transfer. The original invoice shall be submitted by the Contractor to the address specified in clause 6.1 below, upon achievement of the corresponding milestones and for the following amounts:

Milestone	Amount	Target date

[insert milestone]	[insert amount]	[insert date]
[insert milestone]	[insert amount]	[insert date]

[Note to be deleted: Option 2 (cost reimbursement)]

5.1. In full consideration for the complete and satisfactory performance of the Services in accordance with the Contract, UNOPS shall pay the Contractor a price not to exceed [insert currency and amount in figures and words].

5.2. The amount contained in clause 5.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex [insert Annex number] contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in its original 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 clause 5.1 above or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of the Director, [insert name of Director] RO/OC, UNOPS.

5.4. Payments effected by UNOPS to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNOPS of the Contractor's performance of the Services.

5.5. The Contractor shall submit original invoices for the work done every [insert period of time or milestones].

OR

5.5. The Contractor shall submit an original invoice for [insert amount and currency of the advance payment in figures & words] upon signature of this Contract by both Parties and original invoices for the work done every [insert period of time or milestones].

5.6. Progress and final payments shall be effected by UNOPS to the Contractor within thirty (30) calendar days of the date of receipt of the relevant original invoice, subject to the acceptance by UNOPS of the Services reflected in the said invoice. Payments will be made by UNOPS by transfer to the bank account specified by the Contractor in the “oneUNOPS Supplier Profile” form. UNOPS shall bear the charges imposed by its bank. The Contractor shall bear any other bank charges pertaining to such bank transfer. The original invoice shall be submitted by the Contractor to the address specified in clause 6.1 below, together with whatever supporting documentation of the actual costs incurred as required under the Breakdown of Costs or as it may be required by UNOPS. In addition, such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

6. Notifications.

6.1. For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For UNOPS:

[Insert name of RO/OC Director]

Director

[RO/OC.....]

UNOPS

Address

Ref._____/_____/_____

[Insert contract reference and number]

Phone: [Insert phone number]

Fax: [Insert fax number]

Email: [Insert email address]

For the Contractor:

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

7. Good faith.

7.1. 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.

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

UNOPS	The Contractor
_____ Name:[insert name of authorised signatory of UNOPS] Title:[insert title in capital blocks] Date:[insert date]	_____ Name: [insert name of authorised signatory of The Contractor] Title: [insert name in capital blocks] [insert title in capital blocks] Date:[insert date]

ANNEX 1: Special Conditions

[Note to be deleted: The inclusion of Special Conditions must be approved by a UNOPS Legal Advisor. They should be incorporated in certain circumstances where changes and/or additions to the UNOPS General Conditions of Contract for the provision of Services or the Instrument of Agreement are required, either prior to issuing the solicitation documents, or as a result of the response received from the Contractor during the solicitation process. If the contract has no Special Conditions, insert here "Not applicable" and remove the content below.]

Part 1 - Amended Clauses

The clauses within the UNOPS General Conditions of Contract for the provision of Services or the Instrument of Agreement are amended in the following manner. If nothing is stated, then no amended conditions apply.

No.	Clause Number	Revised Clause
1		
2		
3		
4		
5		
…		

Part 2 - Added Clauses

The following additional clauses are included in the UNOPS General Conditions of Contract for the provision of Services or the Instrument of Agreement as specified below. If nothing is stated, then no additional conditions apply.

No.	Clause Number	New Clause
1		
2		
3		
4		
5		

…		

ANNEX 2: UNOPS General Conditions of Contract for the provision of Services

https://www.unops.org/popups/general-conditions-of-contract

ANNEX 3: Schedule of Requirements

[Add here the Schedule of Requirements]

ANNEX 4: Breakdown of Costs

[Add here the Breakdown of costs. Remove Annex if not relevant]

General Conditions of Contract

Contracts for the Provision of Services

1. **Legal Status of the Parties:** The United Nations Office for Project Services (UNOPS) and the Contractor shall also each be referred to as a "Party" hereunder, and:

   1.1. Pursuant, inter alia, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNOPS being a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

   1.2. The Contractor shall have the legal status of an independent contractor vis-à-vis UNOPS, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. **Responsibility for Employees:** To the extent that the Contract involves the provision of any services to UNOPS by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

   2.1. The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

   2.2. Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNOPS, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

   2.3. At the option of and in the sole discretion of UNOPS:

      2.3.1. the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNOPS prior to such personnel's performing any obligations under the Contract;

      2.3.2. any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNOPS prior to such personnel's performing any obligations under the Contract; and,

      2.3.3. in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UNOPS has reviewed the qualifications of such Contractor's personnel, UNOPS may reasonably refuse to accept any such personnel.

   2.4. Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

      2.4.1. UNOPS may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

2.4.2. Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNOPS, which shall not be unreasonably withheld.

2.4.3. The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

2.4.4. All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

2.4.5. Any request by UNOPS for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNOPS shall not bear any liability in respect of such withdrawn or replaced personnel.

2.4.6. If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with United Nations officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

2.5. Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UNOPS with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

2.6. The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNOPS shall:

2.6.1. undergo or comply with security screening requirements made known to the Contractor by UNOPS, including but not limited to, a review of any criminal history;

2.6.2. when within United Nations premises or on United Nations property, display such identification as may be approved and furnished by UNOPS security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNOPS for cancellation.

2.7. Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNOPS about the particulars of the charges then known and shall continue to inform UNOPS concerning all substantial developments regarding the disposition of such charges.

2.8. All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within United Nations premises or on United Nations property shall be confined to areas authorized or approved by UNOPS. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within United Nations premises or on United Nations property without appropriate authorization from UNOPS.

3. Assignment:

3.1. Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment,

transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNOPS. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNOPS.

3.2. The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, provided that:

3.2.1. such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and,

3.2.2. such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and,

3.2.3. the Contractor promptly notifies UNOPS about such assignment or transfer at the earliest opportunity; and,

3.2.4. the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNOPS following the assignment or transfer.

4. Subcontracting: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNOPS. UNOPS shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNOPS reasonably considers is not qualified to perform obligations under the Contract. UNOPS shall have the right to require any subcontractor's removal from United Nations premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. Indemnification:

5.1. The Contractor shall indemnify, defend, and hold and save harmless, UNOPS, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNOPS, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1. allegations or claims that the possession of or use by UNOPS of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNOPS under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or,

5.1.2. any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

5.2. The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1. A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNOPS directing a change in the specifications for the goods, property, materials, equipment or

supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or

5.2.2. A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNOPS or another party acting under the direction of UNOPS made such changes.

5.3. In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UNOPS and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

5.4. UNOPS shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNOPS or any matter relating thereto, for which only UNOPS itself is authorized to assert and maintain. UNOPS shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

5.5. In the event the use by UNOPS of any goods, property or services provided or licensed to UNOPS by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

5.5.1. procure for UNOPS the unrestricted right to continue using such goods or services provided to UNOPS;

5.5.2. replace or modify the goods or services provided to UNOPS, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing;or,

5.5.3. refund to UNOPS the full price paid by UNOPS for the right to have or use such goods, property or services, or part thereof.

6. Insurance and Liability:

6.1. The Contractor shall pay UNOPS promptly for all loss, destruction, or damage to the property of UNOPS caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2. Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

6.2.1. insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

6.2.2. workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

6.2.3. liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property,

and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

6.2.4. such other insurance as may be agreed upon in writing between UNOPS and the Contractor

6.3. The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

6.4. The Contractor acknowledges and agrees that UNOPS accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5. Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNOPS, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1. name UNOPS as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

6.5.2. include a waiver of subrogation of the Contractor's insurance carrier's rights against UNOPS;

6.5.3. provide that UNOPS shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

6.5.4. include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNOPS.

6.6. The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

6.7. Except for any self-insurance program maintained by the Contractor and approved by UNOPS for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNOPS. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNOPS with evidence, in the form of certificate of insurance or such other form as UNOPS may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNOPS reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UNOPS concerning any cancellation or material change of insurance coverage required under the Contract.

6.8. The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

7. **Encumbrances and Liens:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNOPS against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNOPS.

8. **Equipment Furnished by UNOPS to the Contractor:** Title to any equipment and supplies that may be furnished by UNOPS to the Contractor for the performance of any obligations under the Contract shall rest with UNOPS, and any such equipment shall be returned to UNOPS at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNOPS, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNOPS for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

9. **Copyright, Patents and other Proprietary Rights:**

   9.1. Except as is otherwise expressly provided in writing in the Contract, UNOPS shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UNOPS under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNOPS.

   9.2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNOPS does not and shall not claim any ownership interest thereto, and the Contractor grants to UNOPS a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

   9.3. At the request of UNOPS, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNOPS in compliance with the requirements of the applicable law and of the Contract.

   9.4. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UNOPS, shall be made available for use or inspection by UNOPS at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to United Nations authorized officials on completion of work under the Contract.

10. **Publicity, and use of the Name, Emblem or Official Seal of UNOPS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNOPS or the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNOPS or the United Nations, or any abbreviation of the name of UNOPS in connection with its business or otherwise without the written permission UNOPS.

11. **Confidential Nature of Documents and Information:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

    11.1. The Recipient shall:

        11.1.1. use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

        11.1.2. use the Discloser's Information solely for the purpose for which it was disclosed.

11.2. Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

11.2.1. any other party with the Discloser's prior written consent; and,

11.2.2. the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

11.2.2.1. a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

11.2.2.2. any entity over which the Party exercises effective managerial control; or,

11.2.2.3. for UNOPS, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

11.3. Any information, including Information, provided by or on behalf of UNOPS to the Contractor constitutes property and archives of the United Nations within the meaning of the Convention on the Privileges and Immunities of the United Nations, 1 U.N.T.S. 15 (1946), and Article II of the Convention on the Privileges and Immunities of the United Nations, including its Sections 2, 3 and 4, is applicable to all such Information.

11.4. The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNOPS sufficient prior notice of a request for the disclosure of Information in order to allow UNOPS to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.5. UNOPS may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.6. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

11.7. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

12. Personal Data:

12.1. The Contractor shall take all appropriate measures to safeguard any information relating to an identified or identifiable natural person, including any such information the disclosure of which could harm such identified or identifiable natural person that is (i) obtained by the Contractor from UNOPS in connection with, or related to, the performance of the Contract or (ii) otherwise handled by the Contractor on behalf of UNOPS, in connection with, or related to, the performance of the Contract ("UNOPS Personal Data").

12.2. Without prejudice to the generality of Article 12.1, above, and unless otherwise more specifically provided in the Contract, the Contractor shall, at a minimum:

12.2.1. for the purposes of the Contract and subject to the provisions of this Article 12.3, treat UNOPS Personal Data as Information within the meaning of Article 11 above;

12.2.2. handle UNOPS Personal Data in a manner that is adequate, relevant and limited to what is necessary for the performance of the Contract, and ensure that UNOPS Personal Data is kept for no longer than is necessary to perform services under the Contract;

12.2.3. as and when requested by UNOPS, update or rectify UNOPS Personal Data to ensure its accuracy;

12.2.4. transfer UNOPS Personal Data to third parties, including the Contractor's agents or subcontractors, only in accordance with the requirements of the Contract, and on terms and conditions equivalent to those set forth in this Article 12 and in Article 11 ("Confidential Nature of Documents and Information"), it being understood that provisions of this Article 12 shall govern to the extent that the provision of this Article 12 are more restrictive than those set forth in Article 11;

12.2.5. immediately notify UNOPS in writing upon becoming aware of any data or security breach; take immediate mitigating and/or remedial action, including mitigating and/or remedial action as directed by UNOPS; and inform and update on a regular basis UNOPS of any measures taken by the Contractor to address such data or security breach;

12.2.6. as set forth in the Contract or as otherwise instructed by UNOPS in writing, return, delete or destroy UNOPS Personal Data and, upon written request by UNOPS, provide substantiating evidence of such deletion or destruction to UNOPS; and

12.2.7. consult with, and follow the instructions of, UNOPS with respect to handling any requests and/or complaints by third parties in respect of UNOPS Personal Data made to or received by the Contractor.

12.3. UNOPS will handle any information relating to an identified or identifiable natural person, including any such information the disclosure of which could harm such identified or identifiable natural person that it obtains from the Contractor as a result of, or in connection with, the Contract solely in accordance with its own legal framework.

12.4. The provisions of this Article 12 shall remain effective following any termination or expiration of the Contract.

13. Force Majeure; Other Changes in Conditions:

13.1. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

13.2. If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UNOPS shall have the right to suspend

or terminate the Contract on the same terms and conditions as are provided for in Article 14, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNOPS shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

13.3. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UNOPS is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

14. Termination:

14.1. Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 17 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

14.2. UNOPS may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNOPS applicable to the performance of the Contract or the funding of UNOPS applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNOPS may terminate the Contract without having to provide any justification therefor.

14.3. In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNOPS, the Contractor shall, except as may be directed by UNOPS in the notice of termination or otherwise in writing:

14.3.1. take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

14.3.2. refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

14.3.3. place no further subcontracts or orders for materials, services, or facilities, except as UNOPS and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

14.3.4. terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

14.3.5. transfer title and deliver to UNOPS the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

14.3.6. deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNOPS thereunder;

14.3.7. complete performance of the work not terminated; and,

14.3.8. take any other action that may be necessary, or that UNOPS may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNOPS has or may be reasonably expected to acquire an interest.

14.4. In the event of any termination of the Contract, UNOPS shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNOPS shall not be liable to pay the Contractor except for those goods delivered and services provided to UNOPS in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNOPS or prior to the Contractor's tendering of notice of termination to UNOPS.

14.5. UNOPS may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

14.5.1. the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

14.5.2. the Contractor is granted a moratorium or a stay, or is declared insolvent;

14.5.3. the Contractor makes an assignment for the benefit of one or more of its creditors;

14.5.4. a Receiver is appointed on account of the insolvency of the Contractor;

14.5.5. the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

14.5.6. UNOPS reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

14.6. Except as prohibited by law, the Contractor shall be bound to compensate UNOPS for all damages and costs, including, but not limited to, all costs incurred by UNOPS in any legal or non-legal proceedings, as a result of any of the events specified in Article 14.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNOPS of the occurrence of any of the events specified in Article 14.5, above, and shall provide UNOPS with any information pertinent thereto.

14.7. The provisions of this Article 14 are without prejudice to any other rights or remedies of UNOPS under the Contract or otherwise.

15. Non-Waiver of Rights: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

16. Non-Exclusivity: Unless otherwise specified in the Contract, UNOPS shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNOPS shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

17. Settlement of Disputes:

17.1. Amicable Settlement: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of UNOPS Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

17.2. Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 17.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

18. Privileges and Immunities: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNOPS, including its subsidiary organs.

19. Tax Exemption:

19.1. Article II, Section 7, of the Convention on the Privileges and Immunities of UNOPS provides, inter alia, that the United Nations, including UNOPS as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UNOPS from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNOPS to determine a mutually acceptable procedure.

19.2. The Contractor authorizes UNOPS to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNOPS before the payment thereof and UNOPS has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNOPS with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNOPS shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNOPS and paid by the Contractor under written protest.

20. Modifications:

20.1. Pursuant to the Financial Regulations and Rules of UNOPS, only the Director of the UNOPS Procurement Group, or such other Contracting authority as UNOPS has made known to the Contractor in writing, possesses the authority to agree on behalf of UNOPS to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UNOPS unless provided by a valid written amendment to the Contract signed by the Director of the UNOPS Procurement Group or such other contracting authority.

20.2. If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 20.1, above.

20.3. The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UNOPS nor in any way shall constitute an agreement by UNOPS thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 20.1, above.

21. Audits and Investigations:

21.1. Each invoice paid by UNOPS shall be subject to a post-payment audit by auditors, whether internal or external, of UNOPS or by other authorized and qualified agents of UNOPS at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNOPS shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNOPS other than in accordance with the terms and conditions of the Contract.

21.2. UNOPS may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

21.3. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNOPS access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNOPS hereunder.

22. Limitation on Actions:

22.1. Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

22.2. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

23. Essential Terms: The Contractor acknowledges and agrees that each of the provisions in Articles 24 to 29 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNOPS to terminate the Contract or any other contract with UNOPS immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

24. Source of Instructions: The Contractor shall neither seek nor accept instructions from any authority external to UNOPS in connection with the performance of its obligations under the Contract. Should any authority external to UNOPS seek to impose any instructions concerning or restrictions on the Contractor's performance

under the Contract, the Contractor shall promptly notify UNOPS and provide all reasonable assistance required by UNOPS. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNOPS, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNOPS.

25. **Officials not to Benefit:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UNOPS any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UNOPS or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

26. **Observance of the Law:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNOPS, as such obligations are set forth in UNOPS vendor registration procedures.

27. **Child Labor:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

28. **Mines:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

29. **Sexual Exploitation:**

    29.1. The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

    29.2. UNOPS shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.