THIS LONG TERM ARRANGEMENT FOR GOODS (this "LTA-G") is made between:

THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organisation established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York 10017, U.S.A. and having an office at [**UNICEF OFFICE ADDRESS**]; and

[**COMPLETE COMPANY NAME**] (the "Supplier", together with UNICEF the "Parties" and each one of them a "Party"), a corporation established and existing under the laws of [**COUNTRY**] and having its principal offices at [**ADDRESS**].

WHEREAS:

A. UNICEF is an integral part of the United Nations, and works with governments, civil society organizations and other partners worldwide to advance children's rights to survival, protection, development and participation, guided by the Convention on the Rights of the Child.

B. The Supplier has offered and UNICEF has agreed to enter into an arrangement pursuant to which, during the term of the arrangement, the Supplier will sell to UNICEF such quantities, if any, of the goods described in the relevant section of this LTA-G (the "Goods") as UNICEF may order by issuing to the Supplier standard-form UNICEF purchase orders (each a "Purchase Order"), on the terms and conditions, including as to price, set out in this LTA-G.

C. The Supplier has represented that it possesses and through the term of this LTA-G will continue to possess the requisite knowledge, skill, personnel, resources and experience and that it is, and throughout the term of this LTA-G will continue to be, fully qualified, ready, willing, and able to provide the Goods in accordance with the terms and conditions set out in this LTA-G and each Purchase Order issued under this LTA-G and UNICEF has relied on those representations in entering into this LTA-G.

NOW THEREFORE, the Parties agree as follows:

1. LTA-G Documents

1.1 This LTA-G comprises:

(a) this document (including any Special Terms and Conditions set out at Article 12 below);

(b) the UNICEF General Terms and Conditions of Contract (Goods) attached as Annex A; and

(c) the other annexes (if any) attached to this document.

The documents comprising this LTA-G are complementary of one another, but if there is any ambiguity or inconsistency between those documents, then (i) this document will take precedence over the UNICEF General Terms and Conditions of Contract (Goods) and the other annexes (if any); and (ii) the UNICEF General Terms and Conditions of Contract (Goods) in Annex A will take precedence over the other annexes (if any).

1.2 This LTA-G and the Purchase Orders issued under it constitute the entire agreement between the Parties with regard to the provision of the Goods to UNICEF by the Supplier. All prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject are superseded. No promises, understandings, obligations, supplemental undertakings, licenses, terms-of-service, shrink-wrap, click-wrap, browse-wrap, confidentiality, non-disclosure, non-compete, acceptable use policies, or other forms of agreement (oral or otherwise) concerning any Goods supplied under this LTA-G and any Purchase Order will be valid and enforceable against UNICEF, nor in any way will constitute an agreement by UNICEF, unless agreed by a valid amendment concluded in

accordance with Article 11.10 of the UNICEF General Terms and Conditions of Contract (Goods).

1.3 Capitalized terms used but not defined in this document have the meaning assigned to them in the UNICEF General Terms and Conditions of Contract (Goods); provided that references to "the Contract" in the UNICEF General Terms and Conditions of Contract (Goods) will be deemed to refer this LTA-G and the relevant Purchase Order.

1.4 Subject to any changes agreed pursuant to Article 3.6 of this LTA-G, in the case of any inconsistencies between the terms of a Purchase Order and the terms of this LTA-G, the terms of this LTA-G will prevail over the terms of the relevant Purchase Order, except with regard to the quantities, specifications or technical requirements specified in the Purchase Order which will prevail over this LTA-G.

2. Effective Date; LTA-G Period

2.1 This LTA-G will come into effect on the date UNICEF receives a copy of this LTA-G counter-signed by the Supplier.

2.2 This LTA-G will be effective for a period (the "LTA-G Period") beginning on [INSERT DATE] or the date UNICEF receives a copy of this LTA-G counter-signed by the Supplier whichever is later (the "Start Date") and ending at midnight ([CITY time]) on [INSERT DATE] (the "End Date"), unless earlier terminated in accordance with the provisions of this LTA-G.

2.3 UNICEF will be entitled to renew this LTA-G and extend the LTA-G Period for a further term of [INSERT TERM], on the same terms and conditions, by giving the Supplier written notice of renewal of the LTA-G not less than thirty (30) days prior to the End Date.

3. Long-term Arrangement for the Ordering, Supplying and Purchasing Goods

3.1 During the LTA-G Period, the Supplier will sell to UNICEF such quantities, if any, of the Goods as UNICEF may order by issuing Purchase Orders to the Supplier. Such ordering, supply, and purchase of Goods will be on the terms and conditions, including as to price, set out in this LTA-G.

3.2 Each Purchase Order will be in UNICEF's standard form and will incorporate the UNICEF General Terms and Conditions of Contract (Goods).

3.3 Each Purchase Order will specify (a) that it is being issued under this LTA-G, stating the LTA-G number; (b) the specifications and other instructions for the Goods to be provided under the Purchase Order; (c) the applicable delivery term and time schedule for delivery of the Goods (or each consignment of such Goods); and (d) the Price(s) for such Goods in accordance with the prices and charges set out in this LTA-G.

3.4 Each Purchase Order will be issued to the Supplier at the address provided to UNICEF as part of the Supplier's registration process with UNICEF. The Supplier will confirm its acceptance of each Purchase Order by counter-signing it, and returning it to UNICEF, within five (5) working days of receiving it. Each Purchase Order will be a binding contract between UNICEF and the Supplier, incorporating the terms of this LTA-G, when UNICEF receives such Purchase Order counter-signed by the Supplier.

3.5 The Parties acknowledge and agree that nothing contained in any Purchase Order will be deemed, interpreted or otherwise construed as varying from, derogating from, adding to, or in any other way altering the terms and conditions of this LTA-G.

3.6 Notwithstanding the provisions of Article 3.5 above, the Parties may agree, with regard to any Purchase Order, to amend the terms and conditions of this LTA-G exclusively for the purpose of the transaction contemplated in such Purchase Order and in that case the Purchase Order in question will expressly state the amendments agreed to for the transaction contemplated

in that Purchase Order. Neither Party will be required to agree to an amendment to the terms and conditions of this LTA-G proposed by the other Party with regard to the transaction contemplated in an individual Purchase Order.

3.7 The Supplier acknowledges that:

(a) UNICEF is not obligated to order any minimum quantity of Goods from the Supplier pursuant to this LTA-G;

(b) UNICEF will not be liable for any cost in the event that it issues no Purchase Orders under this LTA-G; and

(c) This LTA-G is non-exclusive, and UNICEF is entitled to enter into the same or similar arrangements with other suppliers and procure the same or similar Goods from other suppliers, as UNICEF sees fit.

3.8 [*INCLUDE FOR TARGET VALUE LTA-G*: The maximum total price of Goods that may be purchased pursuant to Purchase Orders issued under this LTA-G is the amount of [AMOUNT IN WORDS] United States Dollars (US$[_____]) unless such amount has been increased by a valid amendment concluded in accordance with Article 11.10 of the UNICEF General Terms and Conditions of Contract (Goods).]

3.9 The Supplier acknowledges and agrees that, in the interests of transparency and efficiency among organizations of the United Nations system, UNICEF may make available a copy of this LTA-G to such organizations.

4. Price and Payment Terms

4.1 During the LTA-G Period, the Supplier will sell the Goods to UNICEF at the price or prices, as the case may be, set out in relevant section of this LTA-G or the price schedule

annexed to this LTA-G, such prices remaining fixed throughout the LTA-G Period. The Supplier represents that these prices are the most favourable price terms available to any customer of the Supplier (or of any of the Supplier's Affiliates). If at any time during the LTA-G Period any other customer of the Supplier (or of any of the Supplier's Affiliates) obtains more favourable pricing terms than those provided to UNICEF with regard to the Goods or goods similar to the Goods, the Supplier will retroactively adjust the price(s) and related pricing terms under this LTA-G and in the relevant Purchase Order(s) to conform to the more favourable terms and the Supplier will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive price adjustment.

4.2 In addition to the instructions set out in the UNICEF General Terms and Conditions of Contract (Goods), invoices issued under any Purchase Order must refer to this LTA-G as well as the Purchase Order to which the invoice relates, and the Purchase Order and LTA numbers must be printed on the invoices.

[4.3 Payment against the Supplier's invoice will reflect a discount of [PERCENTAGE] provided payment is made within [NUMBER OF DAYS] from the date of receipt of the Supplier's invoice by UNICEF.]

5. Packing, Packaging and Labelling Instructions; Dangerous Goods; Markings

5.1 The Supplier will comply with the requirements (as updated from time to time) for packing, packaging, packing list, and labelling goods set out at http://www.unicef.org/supply/index_41950.html and the additional requirements (if any) for packing, packaging, packing list, and labelling goods set out in the specifications for the Goods and the relevant Purchase Order.

5.2 The Supplier will comply with any requirements (as updated from time to time) for dangerous goods set out at http://www.unicef.org/supply/index_41950.html and the additional requirements (if any) for dangerous goods set out in the specifications for the Goods

and the relevant Purchase Order. The Supplier understands and acknowledges that it is responsible for determining whether the Goods (including packaging) are dangerous goods and for notifying UNICEF and UNICEF's Freight Forwarder (as defined in Section 8.2(a) below) that the Goods have been so designated. Further and for all INCOTERMS, for any Goods (including packaging) classified as dangerous goods prior to shipment the Supplier must provide UNICEF details of packing requirements, any special storage requirements, labelling requirements, shipping restrictions, together with pertinent dangerous goods documentation both for domestic and international transportation including all relevant Material Safety Data Sheets indicating accurate classification for transport purposes.

5.3 The Supplier will comply with the instructions for markings of the Goods set out in the specifications for such Goods and the relevant Purchase Order.

5.4 The Supplier's costs of complying with the requirements of Section 5 of this LTA-G will be the sole responsibility of the Supplier.

6. Pre-Delivery Inspection

6.1 If this LTA-G or any Purchase Order provides that the Goods generally, or the Goods to be supplied under that Purchase Order (as the case may be), are to subject to pre-delivery inspection, then the following provisions will apply:

(a) Pre-delivery inspection will be conducted at UNICEF's expense by an independent inspection agency selected by UNICEF.

(b) At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF and its designated inspection agency, including but not limited to access to production data, at no additional cost to UNICEF.

(c) The Supplier will advise UNICEF Quality Assurance Centre of the

location of the manufacturing facility/facilities by email to: danqainspections@unicef.org. UNICEF's Quality Assurance Centre will advise the Supplier of the name of the designated inspection agency.

(d) Notice of the readiness of each consignment of Goods, in the form attached to the Purchase Order, must be provided by the Supplier to UNICEF and the designated inspection agency at least seven (7) days prior to the planned shipment date.

(e) UNICEF will notify the Supplier promptly of its decision whether or not to release the Goods for shipment. If UNICEF issues a release notice, the Supplier will immediately expedite shipment of the released consignments. If UNICEF notifies the Supplier that the Goods are non-conforming, then Article 2.6 of the UNICEF General Terms and Conditions of Contract (Goods) will apply.

6.2 The Supplier acknowledges that any inspection of the Goods by UNICEF or its designated inspection agents does not constitute a determination whether the specifications for the Goods set out in this LTA-G or any Purchase Order (including mandatory technical requirements) have been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF carries out such pre-delivery inspection of the Goods.

6.3 The pre-delivery inspection and any testing of the Goods undertaken by UNICEF or its designated inspection agents will not substitute for the inspection and testing of the Goods upon delivery to UNICEF.

7. Delivery Terms and Delivery Lead-Times; Liquidated Damages

7.1 The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Purchase Order as applying to the Goods to be supplied under that Purchase Order and all other delivery terms and instructions stated in this LTA-G and the relevant Purchase

Order. With respect to the definition of "INCOTERMS" in the UNICEF General Terms and Conditions of Contract (Goods), the applicable version of the "INCOTERMS" will be the most-recently issued version of the INCOTERMS at the Start Date; provided however that if a new version of the INCOTERMS is issued after the effective date of this LTA-G, the parties will in good faith consult with each other on the implications for this LTA-G with a view to adopting such new version and Article 2.2 of the UNICEF General Terms and Conditions of Contract (Goods) will apply.

7.2 The Supplier will comply with the delivery lead time for the Goods required in the specifications and instructions set out in this LTA-G. "Delivery lead time" is the period from the date the Supplier receives a Purchase Order until the date the Goods are delivered in accordance with the applicable delivery term and instructions specified in this LTA-G and the relevant Purchase Order, and includes the period for manufacturing and packing the products, pre-delivery inspection (if applicable), obtaining any necessary regulatory authority approvals or licenses, shipping, and provision of all documentation required in connection with such delivery. UNICEF may take into consideration the Supplier's compliance with delivery lead times in UNICEF's monitoring of the performance of the Supplier in accordance with Article 2.3 of the UNICEF General Terms and Conditions of Contract (Goods).

7.3 The Supplier's obligations in respect of delay in delivery of Goods, including (but not limited to) obligations to notify UNICEF of delay in delivery of Goods, as well as the consequences of delay, and UNICEF's rights and remedies in respect of any such delay, are governed by the UNICEF General Terms and Conditions of Contract (Goods).

7.4 In addition to, and without prejudice to any of the other rights and remedies of UNICEF, if the Supplier fails to deliver the Goods under any Purchase Order in accordance with the stated time for delivery, or if UNICEF exercises its right to reject Goods that do not conform to the requirements in this LTA-G and the relevant Purchase Order, UNICEF may claim liquidated damages from the Supplier and, at UNICEF's option, the Supplier will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the

Supplier's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Price of such Goods for each day of delay, until delivery of conforming Goods, up to a maximum of ten per cent (10%) of the value of the relevant Purchase Order. The payment or deduction of such liquidated damages will not relieve the Supplier from any of its other obligations or liabilities pursuant to this LTA-G and the relevant Purchase Order.

8. Shipping Instructions; Documentation Requirements

Shipping Instructions

8.1 Each Purchase Order will specify the applicable delivery term.

8.2 For Purchase Orders that specify the "FCA" INCOTERM as the applicable delivery term, the following shipping instructions apply:

(a) The Supplier will, in good time to meet the delivery date(s), obtain forwarding instructions from the UNICEF-appointed forwarding agent named in the relevant Purchase Order (the "Freight Forwarder").

(b) To ensure that the Freight Forwarder can arrange timely dispatch of the consignment(s), for each shipment under a Purchase Order, the Supplier will notify the Freight Forwarder, with a copy to UNICEF, that Goods are ready for collection (in [NAME PLACE]) at least two (2) weeks in advance of the confirmed date of Goods readiness. In case the Purchase Order is related to emergency and rapid response, the Supplier will notify the Freight Forwarder in a manner set out above at least three (3) days in advance of the confirmed date of Goods readiness. The Supplier will provide such notice by completing and signing the form of Notification of Goods Readiness (attached to the relevant Purchase Order) and sending it to the Freight Forwarder, with a copy to UNICEF, at the address for notices set out in the Purchase Order.

(c) The Supplier will submit the following documents to the Freight Forwarder: (i) four (4) copies of the itemised invoice for the Goods in the consignment(s); (ii) four (4) copies of packing list (where available); and (iii) any other document/certificate required for export/import of goods.

(d) In the case of dangerous goods (including packaging), prior to shipment, the Supplier will provide the Freight Forwarder with complete details, including UNICEF material numbers, quantities, packing requirements, shipping restrictions and UNICEF Purchase Order number, together with pertinent dangerous goods documentation (including all relevant Material Safety Data Sheets indicating accurate classification for transport purposes), both for domestic and international transportation.

[8.3 For Purchase Orders that specify the "DAP" INCOTERM as the applicable delivery term, the following shipping instructions will apply:

(a) The Supplier will email the full shipping details and a copy of the packing list and an invoice as soon as these are available to: [UNICEF EMAIL ADDRESS]; and

(b) A full set of clean on board airway bills/bills of lading and the original packing list will be sent by mail to: [MAILING ADDRESS].]

Documentation Requirements

8.4 The Supplier will comply with the following requirements with regard to all shipping documents, regardless of the applicable delivery term for the Goods:

(a) They will clearly indicate the UNICEF Purchase Order number and country of destination.

(b) They will contain the following information:

(i) Purchase Order item number(s) contained in each package
(ii) UNICEF stock numbers
(iii) Description of Goods
(iv) Tariff code as per EU Combined Nomenclature (CN)
(v) Value of Goods
(vi) Quantity
(vii) Gross weight in kilos
(viii) Dimension in meters/volume in cubic meters
(ix) Markings
(x) Sales Order or Cost Estimate numbers
(xi) Transport and storage temperature

8.5 The Supplier makes a continuing representation and warranty that all of the information concerning the Goods that it provides to UNICEF in documentation required under this LTA-G or any Purchase Order (including, but not limited to, the weight and volume of Goods) is true, complete, correct, accurate and not misleading.

9. Inspection of Facilities; Quality Assurance

9.1 Throughout the LTA-G Period, the Supplier will permit UNICEF, either itself or through a designated representative entity, to have access to the facilities where the Goods are manufactured, at all reasonable times to inspect the manufacturing site and processes for the production, quality control, quality assurance and packing of the Goods. The Supplier will provide reasonable assistance to the representative for such appraisal, including copies of any documentation as may be necessary. The inspection may be carried out in conjunction with the appropriate national authority.

9.2 If the specifications for the Goods set out in this LTA-G include requirements for quality assurance systems and manufacturing practices, the Supplier will, throughout the LTA-G Period, maintain quality assurance systems and manufacturing practices that meet those requirements.

9.3 The Supplier will throughout the LTA-G Period maintain and, at UNICEF's request, provide to UNICEF full and complete copies of, independent certification of its

management systems by a certification agency acceptable to UNICEF (e.g. ISO 9001, ISO 13485, GMP). If such certification is updated for any reason during the LTA-G Period, the Supplier will promptly provide UNICEF with a copy of the updated certificate.

9.4 The Supplier makes a continuing representation and warranty throughout the LTA-G Period, that it undertakes periodic self-assessment of its operations and quality assurance system. Upon UNICEF's request, the Supplier will promptly provide UNICEF with access to the results of such self-assessment.

9.5 The Supplier will immediately inform UNICEF if there is a significant change to its main processes or a change of manufacturing site that could affect the quality of the Goods. UNICEF may request product or process validation report(s) or any applicable qualification report(s) prior to mass production or the next delivery.

10. Termination of this LTA-G

10.1 Termination by Either Party for Convenience. Either Party can terminate this LTA-G on not less than ninety (90) days' written notice without having to provide any justification. The termination will be effective on the expiry of such ninety (90) days' notice period.

10.2 Termination by Either Party for Material Breach. If one Party is in material breach of any of its obligations under this LTA-G, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate this LTA-G. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) of the UNICEF General Terms and Conditions of Contract (Goods) will not be grounds for

termination of this LTA-G.

10.3 Additional Termination Rights of UNICEF. In addition to the termination rights under Articles 10.1 and 10.2 above, UNICEF can terminate this LTA-G with immediate effect upon delivery of a written notice of termination to the Supplier, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (*Ethical Standards*) of the UNICEF General Terms and Conditions of Contract (Goods); or

(b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (*Confidentiality*) of the UNICEF General Terms and Conditions of Contract (Goods); or

(c) if the Supplier (i) 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, (ii) is granted a moratorium or a stay, or is declared insolvent , (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Supplier, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under this LTA-G.

10.4 The termination rights in Articles 10.1, 10.2, and 10.3 above are in addition to all other rights and remedies under this LTA-G.

10.5 Consequences of Termination of this LTA-G. The termination of this LTA-G will be without prejudice to each Purchase Order issued under this LTA-G and outstanding at the effective date of termination, in respect of which the terms set out in this LTA-G will continue to

apply, unless and until such Purchase Order expires or is terminated in accordance with its terms.

10.6 Consequences of Termination of a Purchase Order. Purchase Orders issued under this LTA-G may be terminated in accordance with their terms. The termination of a Purchase Order will be without prejudice to this LTA-G which will continue in effect, unless and until the LTA-G Period expires or this LTA-G is terminated in accordance with this Article 10.

10.7 Force Majeure. If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under this LTA-G, the other Party may terminate this LTA-G on the same terms and conditions as are provided for in Article 10.2 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time this LTA-G was entered into; (c) the insufficiency of funds, inability to make any payment required under this LTA-G, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Supplier (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

11. Notices; Coordination

11.1 UNICEF's and the Supplier's contact and address for notices under this LTA-G are set out below. Each Party will notify the other in writing of any change in such Party's contact and address for notices.

If to UNICEF:

UNICEF
[ADDRESS]
Attention: [INSERT NAME], [TITLE]
[Fax: + [INSERT DETAILS]]
E-mail: [INSERT DETAILS]

If to the Supplier:

[COMPLETE COMPANY NAME]
[ADDRESS]
Attention: [CONTACT NAME], [TITLE]
[Fax: [INSERT DETAILS]]
E-mail: [INSERT DETAILS]

UNICEF and the Supplier will each nominate a representative to be responsible for the day-to-day coordination and management of this LTA-G and will so inform the other by email.

11.2 The Parties' respective contact and address for notices under each Purchase Order will be set out in each Purchase Order. The Parties' representatives responsible for the day-to-day coordination and management of each Purchase Order will be as set out in each Purchase Order.

12. Special Terms and Conditions. The additional Special Terms and Conditions (if any) specified below will apply to this LTA-G and each Purchase Order issued under this LTA-G. These additional Special Terms and Conditions will not apply to any other arrangement, contract or contractual relationship between the Parties unless expressly agreed to in writing.

[*Include special terms (if any) that apply to this LTA-G.*]