

THIS CONTRACT FOR Provision of the services of [] to UNICEF Ukraine (together with the Annexes hereto, this "Contract") is made on [].

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organization 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 the address: 1 Klovskiy Uzviz, Kyiv, Ukraine; represented by Giovanna Barberis, acting on the grounds of the Basic Cooperation Agreement between the Government of Ukraine and UNICEF

AND: [] having its legal address at: [], represented by [], acting on the grounds of the [], hereinafter equally referred to as "the Supplier", "the Contractor".

UNICEF and the Contractor are hereinafter collectively referred to as the "Parties".

WHEREAS:

A. UNICEF, in accordance with its Charter and Mission Statement, works with governments, civil society organizations and other partners in more than one hundred and sixty countries to advance children's rights to survival, protection, development and participation, and in doing so is guided by the Convention on the Rights of the Child.

B. UNICEF intends to procure services as described in the SCOPE OF WORK to this Contract.

C. By Request for Proposal (RFP) No. [], dated [], UNICEF Ukraine invited proposals for the provision of [] Services; the Contractor responded with his proposal to the RFP No. [], dated [] representing that it is qualified, capable and willing to provide the required services.

D. The Contractor represents that it is qualified, ready, able and willing to carry out the work on the same terms and conditions;

E. NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. This document and all annexes hereto which are incorporated herein by reference, constitute the entire Contract (herein referred to as the "Contract" or this "Contract") between UNICEF and the Contractor:

- a) The Proposal from LLC [];
- b) The Request for Proposal No. [] (Technical and Financial Proposals);
- c) Annex A - General Terms and Conditions

2. The Contract represents the entire and integrated agreement of the Parties with regard to the subject matter hereof and supersedes all prior agreements, negotiations and representations, either written or oral.

Effective Date

3. This Contract shall become effective as of [], or when both Parties have signed the Contract.

The Contractor shall acknowledge receipt of the contract by signing and returning one original copy within five working days of its receipt.

Term of Contract

4. From the Effective Date of the Contract, specified in Article 4 above, the Contract shall remain in force until the Contractor has fulfilled all of its obligations under the Contract, unless earlier terminated in accordance with the terms of the Contract.

Delivery Date

5. Delivery Date is to be understood as the time the works are completed, which shall be by [_____].

Specifications and Deliverables:

6. The Contractor shall be responsible to complete the work as described in this Contract. The Contractor shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.

Price

7. (if Ukrainian-based company)

The total price (the "Price") for the services provided to UNICEF under this contract is determined as [_____] net of VAT, total VAT value is [_____] UAH, total Gross including VAT - [_____] UAH.

7. (if non-Ukrainian-based company)

The total price (the "Price") for the services provided to UNICEF under this contract is determined as [_____] USD net of VAT.

8. The Contractor shall not perform any services which may result in the Price being exceeded without a prior written amendment of the Contract.

9. Any deviation from signed contract should be officially endorsed by UNICEF. An amendment to the initial contract must be issued by UNICEF and signed by both parties prior to commencement of adjustments agreed upon. Failure to comply with the above will result in the contractor bearing the full cost of work done outside the signed contract.

Project Authority

10. UNICEF and the Contractor shall each nominate a Project Authority who shall be responsible for the day-to-day liaison and management of the Contract.

for UNICEF: [_____]

for Legal Issues: [_____]

Inspection and Acceptance

11. UNICEF shall have a reasonable time after completion of the work to inspect performance of the work and to reject and refuse acceptance of services not conforming to the Contract. Payment for services pursuant to the Contract shall not be deemed an acceptance of the services. Inspection prior to completion of the work does not relieve the Contractor from any of its obligations under the Contract.

12. General Provisions

Any notice, request or consent required or permitted to be given or made pursuant to this Contract will be in writing, and addressed and sent by registered mail or confirmed facsimile transmission as follows:

If to UNICEF:

for UNICEF: [_____]

for Legal Issues: [_____]

If to the Contractor:

[_____]

13. Statement of Works and Deliverables:

The Scope of Work to be provided by the LLTS Holder is subject to conditions of the Proposal from LLC [_____] received by UNICEF in response for LRPS-[_____] (Technical and Financial Proposals), which form an inalienable part to this LLTS.

INVOICING INSTRUCTIONS:

1. The financial implications upon the present Contract with the total value of [__value, currency_____]net of VAT.
Payment schedule shall be based on the completion of deliverables, indicated pursuant to the conditions of this Contract.

The values provided in the present Contract represent the NET values in currency [_____]

1.1. For Ukraine-based companies, the payment shall be made in the National currency of Ukraine [Ukraine Hryvnia, UAH] and, if applicable, including VAT value, subject to provision of original of fully signed Tax Invoice.

1.2. For non-Ukraine-based companies, the payment shall be made in USA dollars (USD), net of VAT.

2. The Invoices shall be issued and the payments shall be made in the [_currency_], to the bank account of the Contractor in accordance with the Bank details indicated in this Contract and the Invoice. The payment shall be made based on the originals of fully signed Invoices provided.

Invoices must refer to the Contract number and deliverables and clearly indicate prices for each deliverable. The Contractor shall submit the original of the fully signed Invoice to the following address:

[_____] UNICEF Ukraine Country Office
01021, 28 Institutaska Street, Kyiv, Ukraine

3. UNICEF shall, upon provision of respective services and their acceptance by UNICEF, make payment within 30 days of receipt of the Contractor's invoice for the services.

Payment schedule is as follow [_____]

Requisites of Payer:
[_____]

Requisites of the Contractor:
[_____]

4. UNICEF shall promptly notify the Contractor of any dispute or discrepancy in the content or form of the invoice. The Contractor shall be responsible for correction of discrepancies and provision of the correct and final Invoice to UNICEF. UNICEF and the Contractor shall consult in good faith to promptly resolve any dispute with respect to any invoice or portion thereof.

SPECIAL TERMS AND CONDITIONS:

1. LEGAL STATUS

The contractor shall be considered as having the legal status of an independent contractor. Agents or employees of the contractor shall not be considered in any respect as being officials or staff members of the United Nations.

2. OBLIGATIONS The contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its services under this contract. The contractor shall refrain from any action which may adversely affect the United Nations and shall fulfill its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations.

3. TITLE RIGHTS

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided by the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all the necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of the Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the contractor, subject to normal wear and tear.

4. TERMINATION OF CONTRACT

This Contract may be terminated by either party before the expiry date of the agreement by giving notice in writing to the other party. The period of notice shall be five days in the case of agreements for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the consultant shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

5. ASSIGNMENT OF PERSONNEL

The contractor shall not assign any persons other than those accepted by the United Nations for work performed under this Contract.

The Contractor shall be fully responsible for all work performed by its employees, agents, servants and sub-contractors under the Contract and shall only select individuals who are professionally and technically competent to perform the work, with appropriate training as may be required. The Contractor shall take all reasonable measures to ensure that all personnel conform to the highest standards of moral and ethical conduct and that they respect local customs which are not otherwise inconsistent with the Contractor's responsibilities under the contract.

UNICEF shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, officers, agents, servants and sub-contractors, nor for any insurance coverage which may be necessary or desirable for the purpose of this LTAS, nor for any costs, expenses or claims associated with any illness, injury, disability or death of such personnel performing work under this LTAS.

6. INDEMNIFICATION AND INSURANCE The contractor shall indemnify, hold and save harmless and defend, as its own expenses, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventories or devices. In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance. The contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other Claim or demand against the contractor.

7. UNITED NATIONS PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations.

8. ARBITRATION

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNICITRAL

Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

9. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this Contract shall be made except by prior written agreement between UNICEF and the contractor. The Contractor shall not assign, transfer, pledge, sub-contract or make other disposition of this Contract or any part thereof, or of any of the contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.

10. OFFICIALS NOT TO BENEFIT

The contractor represents and warrants that no official of the United Nations has been, or shall be, admitted by the contractor to any direct or indirect benefit arising from this Contract or the award thereof. The contractor agrees that breach of this provision of an essential term of this Contract.

11. DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

The Contractor should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. The Contractor is therefore required to disclose to UNICEF whether its company, or any of its affiliates, is subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organisation at the time of execution of this contract and throughout the duration of the contract period. The Contractor recognises that a breach of this provision will entitle UNICEF to terminate its supply contract with the Contractor.

12. UNETHICAL BEHAVIOUR

UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF Contractors. Accordingly, any registered Contractor that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

In the following paragraph, "Personnel" mean the Contractor's officials, employees, agents, servants, individual sub-contractors and other representatives

The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Contractor to perform any services under this LTAS or Corporate Contract raised against it. 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 represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of this LTAS, and any breach of this representation and warranty shall entitle UNICEF to terminate this LTAS or any Corporate Contract raised against it immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

13. CORRUPT AND FRAUDULENT PRACTICES

UNICEF requires that all Contractors associated with this Contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) defines for the purpose of this provision the terms set forth as follows:

(i) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the selected Contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

D. GUIDELINES ON GIFTS AND HOSPITALITY

Contractors shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

14. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the services by the delivery date stipulated in the contract, the Contractor shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the Contractor's cost, if reasonably so requested by UNICEF.

No grant of time to the Contractor to cure a default hereunder, nor any delay or failure by UNICEF to exercise any other right or remedy available to the United Nations under this contract, shall be deemed to prejudice any rights or remedies available to UNICEF under this contract or constitute a waiver thereof.

15. RIGHTS OF UNICEF

In case of failure by the Contractor to perform under the terms and conditions of this contract, UNICEF may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

a) procure all or part of the services from other sources, in which event UNICEF may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;

b) refuse to accept delivery of all or part of the services;

c) terminate the contract without any liability for termination charges or any other liability of any kind for UNICEF;

16. LIQUIDATED DAMAGES

4.1 For late delivery of services or for services which do not meet UNICEF's specifications, requirements, terms of reference or statement of works and are therefore rejected by UNICEF, UNICEF shall be entitled to claim liquidated damages from the successful proposer, and deduct 0.5% of the value of the services pursuant to Institutional/Corporate Contract, per additional day of delay, up to a maximum of 10% of the value of the Institutional/ Corporate Contract. The payment or deduction of such liquidated damages shall not relieve the successful proposer from any of its other obligations or liabilities pursuant to any Institutional/Corporate Contract.

17. GENERAL TERMS AND CONDITIONS

The UNICEF General Terms and Conditions attached in Annex A shall apply to this Contract.