

UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to enter into a Long Term Arrangement for engineering services
with

NAME OF VENDOR

for the provision of the following engineering services

DESCRIPTION OF THE SERVICES

as stipulated in the attached document

THIS LONG TERM ARRANGEMENT FOR ENGINEERING SERVICES (this “LTA-ES”) is made between:

- (1) **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
- (2) [**COMPLETE COMPANY NAME**] (the “Consultant”), a corporation established and existing under the laws of [**COUNTRY**] and having its principal offices at [**ADDRESS**],

together the “Parties” and each one of them a “Party”.

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 Consultant has offered and UNICEF has agreed to enter into an arrangement pursuant to which, during the term of the arrangement, the Consultant will provide to UNICEF such services (the “Services”) and deliverables (the “Deliverables”) of the type described in the relevant section of this LTA-ES as UNICEF may order by issuing to the Consultant a UNICEF LTA Standard Contract for Engineering Services in the form at Annex B to this LTA-ES (each a “Contract for Engineering Services”), on the terms and conditions, including as to rates and prices, set out in this LTA-ES.
- C. The Consultant has represented that it possesses and through the term of this LTA-ES will continue to possess the requisite knowledge, skill, personnel, resources and experience and that it is, and throughout the term of this LTA-ES will continue to be, fully qualified, ready, willing, and able to provide the Services and Deliverables in accordance with the terms and conditions set out in this LTA-ES and each Contract for Engineering Services issued under this LTA-ES and UNICEF has relied on those representations in entering into this LTA-ES.

NOW THEREFORE, the Parties agree as follows:

1. LTA-ES Documents

1.1 This LTA-ES comprises:

- (a) any Special Terms and Conditions set out in Annex A (“Special Terms and Conditions”);
- (b) this document;
- (c) the UNICEF Standard Contract under LTA for Engineering Services attached as Annex B (“UNICEF Standard Contract under LTA for Engineering Services”);
- (d) Annex C (Services and Deliverables);
- (e) Annex D (Pricing Schedule); and
- (f) the other annexes (if any) attached to this document.

The documents comprising this LTA-ES are complementary of one another, but if there is any ambiguity, conflict or inconsistency between the documents comprising this LTA-ES the order of priority shall be the order in which the documents are listed in this Clause 1.1.

1.2 This LTA-ES and any Contract for Engineering Services issued under it constitute the entire agreement between the Parties with regard to the provision of the Services and Deliverables to UNICEF by the Consultant. All prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject are superseded. No:

- (i) variation to this LTA-ES and/or the promises, understandings, obligations, under this LTA-ES; and/or
- (ii) 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 Services or Deliverables provided or to be provided under this LTA-ES and any Contract for Engineering Services,

will be valid and enforceable against UNICEF, nor in any way will constitute an agreement by UNICEF, unless agreed in writing by UNICEF and the Consultant and signed by an authorised official of UNICEF and the Consultant.

- 1.3 Capitalized terms used but not defined in this document have the meaning assigned to them in the UNICEF LTA Standard Contract for Engineering Services; provided that references to “the Contract” in the UNICEF LTA Standard Contract for Engineering Services will be deemed to refer this LTA-ES and the relevant Contract for Engineering Services.
- 1.4 Save for any amendments agreed pursuant to Clause 3.6 hereof in respect of any Contract for Engineering Services, in the case of any inconsistencies, ambiguities or conflicts between the terms of a Contract for Engineering Services and the terms of this LTA-ES, the terms of this LTA-ES will prevail except with regard to any specifications or technical requirements specified in the Contract for Engineering Services which will prevail over this LTA-ES.

2. Effective Date; LTA-ES Period

- 2.1 This LTA-ES will come into effect on the date UNICEF receives a copy of this LTA-ES counter-signed by the Consultant.
- 2.2 This LTA-ES will be effective for a period (the “LTA-ES Period”) beginning on [INSERT DATE] or the date UNICEF receives a copy of this LTA-ES counter-signed by the Consultant whichever is later (the “Start Date”) and ending at midnight ([CITY, country, time]) on [INSERT DATE] (the “End Date”), unless earlier terminated in accordance with the provisions of this LTA-ES.
- 2.3 UNICEF will be entitled to renew this LTA-ES and extend the LTA-ES Period for a further term of [INSERT TERM], on the same terms and conditions, by giving the Consultant written notice of renewal of the LTA-ES not less than thirty (30) days prior to the End Date.

3. Long-term Arrangement for the Ordering and Providing Services and Deliverables

- 3.1 Provided that a binding Contract for Engineering Services has been formed in accordance with Clause 3.4 of this LTA-ES, during the LTA-ES Period, the Consultant will provide to UNICEF such Services and Deliverables of the type set out in Annex C as UNICEF may order by issuing Contract for Engineering Services to the Consultant. Such ordering and provision of Services and Deliverables will be on the terms and conditions set out in this LTA-ES and on the basis of the rates and prices at Annex D to this LTA-ES.
- 3.2 Each Contract for Engineering Services will be on the basis of the UNICEF LTA Standard Contract for Engineering Services.
- 3.3 Each Contract for Engineering Services will specify (a) that it is being issued under this LTA-ES, stating the LTA-ES number; (b) the scope of work, requirements and instructions for the Services and Deliverables to be provided under the Contract for Engineering Services; (c) the applicable time schedule for provision of the Services (or each component of the Services) and delivery of the Deliverables (or instalments of the Deliverables); and (d) the Price for such Services and Deliverables in accordance with the rates and prices set out in Annex D to this LTA-ES.
- 3.4 Each Contract for Engineering Services will be sent to the Consultant at the address provided in Clause 6.1 of this LTA-ES. The Consultant will confirm its acceptance of each Contract for Engineering Services by counter-signing it, and returning it to UNICEF, within five (5) working days of receiving it. Each Contract for Engineering Services will be a binding contract between UNICEF and the Consultant, incorporating the terms of this LTA-ES, when UNICEF receives a copy of such Contract for Engineering Services counter-signed by the Consultant.
- 3.5 The Parties acknowledge and agree that, save as provided in Clause 3.6 of this LTA-ES, nothing contained in any Contract for Engineering Services 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-ES that would otherwise apply to the transaction contemplated by such Contract for Engineering Services.
- 3.6 The Parties may agree to amend the terms and conditions of this LTA-ES and/or the UNICEF LTA Standard Contract for Engineering Services exclusively for the purpose of a particular Contract for Engineering Services and in that case the relevant Contract for

Engineering Services will expressly state the amendments to this LTA-ES and/or the UNICEF LTA Standard Contract for Engineering Services agreed for that Contract for Engineering Services. Neither Party will be required to agree to an amendment to the terms and conditions of this LTA-ES proposed by the other Party with regard to the transaction contemplated in an individual Contract for Engineering Services.

3.7 The Consultant acknowledges that:

- (a) UNICEF is not obligated to order any minimum level of Services and Deliverables from the Consultant pursuant to this LTA-ES;
- (b) UNICEF will not be liable for any cost or loss (including without limitation loss of profits or contracts) in the event that it issues no Contract for Engineering Services and/or fewer Contract for Engineering Services than the Consultant anticipated under this LTA-ES; and
- (c) this LTA-ES is non-exclusive, and UNICEF is entitled to enter into the same or similar arrangements with other consultants and procure the same or similar Services and Deliverables from other consultants, as UNICEF sees fit.

3.8 **[INCLUDE FOR TARGET VALUE LTA-ES]** The maximum total fee for Services and Deliverables that may be purchased pursuant to Contract for Engineering Services issued under this LTA-ES 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 Clause 1.2 of this LTA-ES.]

3.9 The Consultant 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-ES to such organizations.

4. Fees and Payment Terms

4.1 During the LTA-ES Period, the Consultant will provide the Services and Deliverables to UNICEF at the rates and prices, as the case may be, set out Annex D, such rates and prices remaining fixed throughout the LTA-ES Period. The Consultant represents that these rates and prices are the most favourable pricing terms available to any customer of the

Consultant (or of any of its Affiliates (as defined in the UNICEF LTA Standard Contract for Engineering Services)). If at any time during the LTA-ES Period, any other customer of the Consultant (or of any of the Consultant's Affiliates (as defined in the UNICEF LTA Standard Contract for Engineering Services)) obtains more favourable pricing terms than those provided to UNICEF with regard to the same or similar services and deliverables as contemplated under this LTA-ES, the Consultant will retroactively adjust the rates and prices and related pricing terms under this LTA-ES to conform to the more favourable terms and the Consultant will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

- 4.2 In addition to the requirements set out in the Contract for Engineering Services, invoices issued under any Contract for Engineering Services must refer to this LTA-ES as well as the Contract for Engineering Services to which the invoice relates, and the Contract for Engineering Services and LTA numbers must be printed on the invoices.

5. Termination of this LTA-ES

- 5.1 Termination by Either Party for Convenience. Either Party can terminate this LTA-ES 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.
- 5.2 Termination by Either Party for Material Breach. If one Party is in material breach of any of its obligations under this LTA-ES, 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-ES. 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 Clause 8.6 of this LTA-ES and/or pursuant to any Contract for Engineering Services will not be grounds for termination of this LTA-ES.
- 5.3 Additional Termination Rights of UNICEF. In addition to the termination rights under Clauses 5.1 and 5.2 above, UNICEF can terminate this LTA-ES with immediate effect upon delivery of a written notice to the Consultant, without any liability for termination charges or any other liability of any kind:

- (a) on the occurrence of any of the circumstances in which Clauses 13 (Data Protection and Security) and 14 (Anti-Corruption and Ethical Standards) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Engineering Services permit UNICEF to terminate; or
 - (b) if the Consultant breaches any of the provisions of Clauses 12 (Confidentiality and Transparency), 13 (Data Protection and Security), 14 (Anti-Corruption and Ethical Standards), 15 (Conflict of Interest), 16 (Code of Conduct and Policies), and/or 18 (Social and Environmental Responsibility) of the the General Terms and Conditions of the UNICEF LTA Standard Contract for Engineering Services; or
 - (c) if the Consultant (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 Consultant, (v) offers a settlement in lieu of bankruptcy or receivership, (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 Consultant to perform any of its obligations under this LTA-ES and/or (vii) is subject to any event equivalent or similar to those stated in this Clause 5.3(c) in any jurisdiction..
- 5.4 The termination rights in Clauses 5.1, 5.2, and 5.3 above are in addition to all other rights and remedies under this LTA-ES.
- 5.5 Consequences of Termination of this LTA-ES. The termination of this LTA-ES will be without prejudice to each Contract for Engineering Services issued under this LTA-ES and outstanding at the effective date of termination, in respect of which this LTA-ES will continue to apply, unless and until such Contract for Engineering Services expires or is terminated in accordance with its terms.
- 5.6 Consequences of Termination of a Contract for Engineering Services. Contract for Engineering Services issued under this LTA-ES may be terminated in accordance with their terms. The termination of a Contract for Engineering Services will be without prejudice to this LTA-ES which will continue in effect, unless and until the LTA-ES Period

expires or is terminated in accordance with this Clause 5.

6. Notices; Coordination

- 6.1 UNICEF's and the Consultant's contact and address for notices under this LTA-ES 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 Consultant:

[COMPLETE COMPANY NAME]

[ADDRESS]

Attention: [CONTACT NAME], [TITLE]

[Fax: [INSERT DETAILS]]

E-mail: [INSERT DETAILS]

- 6.2 UNICEF and the Consultant will each nominate a representative to be responsible for the day-to-day coordination and management of this LTA-ES and will inform the other Party by exchange of emails. The Parties' representatives responsible for the day-to-day coordination and management of each Contract for Engineering Services will be as set out in the relevant Contract for Engineering Services.

7. Audit

- 7.1 It is agreed and acknowledged that, notwithstanding whether or not any Contract for Engineering Services is issued by UNICEF and/or entered into, UNICEF shall be entitled to carry out or appoint third parties to carry out inspections, post-payment audits and investigations on the basis set out in 10.1 (Cooperation with Audits and Investigations) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Engineering Services in relation to any aspect of the LTA-ES including but not limited to the award of

the LTA-ES the way in which the LTA-ES operates or operated, and the performance of the LTA-ES, including but not limited to the Consultant's compliance with the LTA-ES. The Consultant shall provide the assistance and co-operation required by Clause 10.1 (Cooperation with Audits and Investigations) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Engineering Services in respect of any such inspections, post-payment audits and investigations.

8. Privileges and Immunities and Dispute Resolution

- 8.1 Nothing in or related to this LTA-ES shall be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.
- 8.2 It is agreed and acknowledged that the final two paragraphs of Clause 11.1 (Privileges and Immunities) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Engineering Services are hereby incorporated into this LTA-ES on the basis that references to "the Contract" are replaced with references to "this LTA-ES".
- 8.3 The Consultant shall comply with Clauses 12 (Confidentiality and Transparency), 13 (Data Protection and Security), 14 (Anti-Corruption and Ethical Standards, 15 (Conflict of Interest), 16 (Code of Conduct and Policies), and 18 (Social and Environmental Responsibility) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Engineering Services ("Relevant Clauses") on the basis that references to "the Contract" are replaced with references to "this LTA-S" and the Relevant Clauses as amended in accordance with this Clause are hereby incorporated into this LTA-S.
- 8.4 The terms of the LTA-ES shall be interpreted and applied without application of any system of national or sub-national law.
- 8.5 The Parties shall use reasonable efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this LTA-ES. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties.

8.6 Any dispute, controversy or claim between the Parties arising out of the LTA-ES which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration shall take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration shall be New York, NY, USA. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. In addition, 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 controversy, claim or dispute.

SIGNED

for and on behalf of
UNICEF

Signature:

Print:

Date:

SIGNED

for and on behalf of
UNICEF

Signature:

Print:

Date:

SIGNED

for and on behalf of
[CONSULTANT]

Signature:

Print:

Date:

ANNEX A – SPECIAL TERMS AND CONDITIONS

[Insert any amendments to the LTA-Engineering Services. Amendments should only be agreed in exceptional circumstances]