



Long Term Agreement

Date: DATE

1st Party: GAME **غام (Also known as Organization)**

Furn el Chebak,
Bou Chedid Center, 7th Floor
Baabda, Lebanon

Wishes to enter into an Agreement

With

2nd Party: VENDOR

ADDRESS

PHONE NUMBER

BACKGROUND

GAME is working for social change through youth-led street sports and culture in Africa, Europe, and the Middle East.

GAME establishes innovative facilities and offers youth leaders training as coaches and role models in street sports and civil society.

GAME is a top 117 NGO with 20 years of experience in lowering the threshold to the positive social communities of street sports and culture. Together with like-minded partners GAME is empowering children and youth from vulnerable areas and refugee settings.

INTRODUCTION

Following these premises, both parties agree on the terms mentioned above and decided to enter into a long-term agreement.

This agreement states the terms and conditions that govern the contractual agreement between the Organization and the vendor/supplier that agrees to be bound by this agreement:

Whereas the vendor/supplier offers the Supply and Installation of Solar PV Systems and Equipment services related to GAME facilities and public courts and other events, and

Whereas the Organization desires to retain the services of the vendor/supplier according to terms and conditions herein,

Now, therefore, in consideration of the mutual covenants and promises made by the parties hereto, the Organization and the vendor/supplier agree as follows:

- A. The Organization is of the opinion that the vendor/supplier has the necessary qualifications, experience, and abilities to provide services to the Organization.
- B. The vendor/supplier is agreeable to providing such services to the Organization on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

Article 1: SERVICES PROVIDED

1.1 The organization wishes to enter into (a) non-exclusive Long-Term Agreement ("LTA") for Supply and Installation of Solar PV Systems and Equipment.

Article 2: TERM OF AGREEMENT

2.1 The proposed LTA shall be valid for an initial period of two years, with a possible renewal. The Term may be extended with the written consent of the Organization.

Article 3. PRICES AND DISCOUNTS

3.1 All prices are in USD only. The vendor/supplier shall hold the prices fixed throughout the entire term of this Agreement. Any adjustment or revision shall be agreed upon by both parties.

3.2 any increase in the LTA prices will be considered as a breach of the contract and in this case, the vendor/supplier shall be held responsible in case of any damage.

3.3 By signing this Agreement, the vendor/supplier undertakes not to provide the same services under similar circumstances to other customers at a price lower than that offered to the organization and stated in this Agreement. Should the vendor/supplier do so, the organization will then be offered the new lower price.

3.4 if for certain reasons the prices already agreed on become lower and applicable, then in this case a new price list will be reconsidered without bringing any prejudice to the vendor/supplier.

Article 4: PERFORMANCE

The vendor/supplier agrees to do everything necessary to ensure that the terms of this Agreement take effect.

The organization will always monitor and measure the quality of services, in comparison with the guaranteed quality indicated in this agreement. Accordingly, it is known that delays could hurt the organization and therefore lead to a breach of the contract due to a lack of responsibility and negligence by the vendor/supplier.

Article 5: AGREEMENT DOCUMENTS

The vendor/supplier and the organization agree to be bound by the provisions of this Agreement, as well as the following documents, which are incorporated in Annexes:

- Annex I - LTA List and Prices.

Administrative documents:

- Copy of Commercial circular, Commercial register and tax registration.
- Copy of ID of the authorized signatory

Article 6: QUALITY OF GOODS AND SERVICES

6.1 The vendor/supplier is to provide services as contained in this Agreement and in their offer complying with the quality standards as listed in this Agreement and the initial proposal sent by the vendor/supplier.

6.2 Any Goods or Services delivered to the organization that does not meet the specifications outlined in this Agreement or the call for tender shall be replaced promptly by the vendor/supplier at no charge to the organization. In the event of a breach of this clause the organization reserves the right to terminate this Contract without liability by giving an immediate notice and charging the vendor/supplier with any loss incurred

Article 7: AWARD/ADJUDICATION OF BIDS

7.1 The Long-Term Arrangement is awarded to the Bidder offering a combination of the lowest acceptable prices, whose services are commercially, technically, and quality acceptable, and whose Bid is in compliance with all requirements.

7.2 The organization reserves the right to make multiple agreements for any other services where, in the opinion of the organization, the lowest bidder cannot fully meet the delivery requirements or if it is deemed to be in the organization's best interest to do so, knowing that the organization is at no time related exclusively to the chosen vendor/supplier for the delivery of any services approved on.

Article 8: COMPENSATION

The vendor/supplier shall follow the price list (Annex 1) already presented by the vendor/supplier through the open call for tender tender number/code date date of published tender. The vendor/supplier will invoice the Organization when the Services are completed. Invoices submitted by the vendor/supplier to the Organization are due within 7 business days of receipt. All extra expenses must be pre-approved by the Organization.

Article 9: CONFIDENTIALITY

Confidential information (the "Confidential") refers to any data or information relating to the Organization, whether business or personal, which would reasonably be considered to be private or proprietary to the Organization and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Organization.

The vendor/supplier agrees that it will not disclose, divulge reveal, report, or use, for any purpose, any Confidential Information that the vendor/supplier has obtained except as

authorized by the Organization or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Organization to the vendor/supplier under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the vendor/supplier.

Article 10: OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material including any trade secrets, moral rights goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, maps, designs, trademark, industrial design, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Organization, and the use of the Intellectual Property by the Organization will not be restricted in any manner.

The vendor/supplier may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Organization.

The vendor/supplier will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Article 11: RETURN OF PROPERTY

Upon the expiration or termination of this Agreement, the vendor/supplier will return to the Organization any property, documentation records, or Confidential Information which is the property of the Organization.

Article 12: AUTONOMY

The vendor/supplier will be responsive to the reasonable needs and concerns of the Organization.

Article 13: NO EXCLUSIVITY

The Parties acknowledge that this Agreement is non-exclusive and that the Organization will be free during and after the Term, to engage or contract with any other vendor/supplier for the provision of services similar to the Services.

Article 14: NOTICE

All notices request demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses.

The Organization: xxxxxxxxx

The vendor/supplier: xxxxxxxxx

Article 15: INDEMNIFICATION

The vendor/supplier agrees to indemnify and hold harmless the Organization, and its respective affiliates, and employees, from any punitive damages expenses, reasonable fees, and costs of any kind or amount whatsoever which result from or arise out of any act or omission of the vendor/supplier or its respective affiliates, officers, agents, employees that occurs in connection with Agreement.

This indemnification will survive the termination of this Agreement.

In the event of a breach of this clause, the organization reserves the right to terminate this Contract without liability by giving immediate notice and to charge the vendor/supplier with any loss incurred as a result of the vendor/supplier failure.

Article 16: Warranties

The vendor/supplier warrants that all Goods or services supplied under this Contract shall have no defect, arising from any act or omission of the vendor/supplier.

All Goods/Services delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by the organization.

Article 17: TERMINATION AND FORCE MAJEURE

The organization may terminate this Contract, in whole or in part, at any time with written notice to the vendor/supplier. Any monies paid in advance by the organization shall be refunded on or before the date of termination if the services weren't delivered yet.

If the organization terminates this Contract in whole or in part for default on the part of the vendor/supplier, it may acquire elsewhere services similar to those terminated and the vendor/supplier shall be liable for any excess costs to the organization for the re-procurement of those services. The vendor/supplier shall not be liable for any excess costs if the failure to perform under this Contract arises from causes beyond its control and without fault or negligence of the vendor/supplier.

In case of unforeseen circumstances or catastrophes, such as insecurity, man-made or non-manmade disasters, coups d'état, war, or non-availability of funds from the donor, which are beyond the control of both parties and prevent either from carrying out their obligations as laid down in this agreement, neither party shall be held accountable and should seek the most appropriate resolution, including agreement termination if deemed necessary by one or both parties.

Article 18: Additional Termination Rights of the organization

In addition to the termination, rights stated above, if the vendor/supplier fails to meet its commitments as stated under this agreement (related to the quality, quantity, and/or

timely delivery) or breaches any of the articles of this agreement, the organization can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability, and in this case, the vendor/supplier shall indemnify the damages the organization faced out of this breach.

Article 19: CORRUPT AND FRAUDULENT PRACTICES

The organization requires that all vendors/suppliers observe the highest standard of ethics during procurement and execution of work. Any breach related to such practice will lead to immediate termination of this agreement.

Article 20: Safeguarding Behavior Protocols

In the course of performing this agreement, the organization and service provider will ensure that:

- Any of their interactions with children or with adult beneficiaries, or with personal data about such persons, will comply with the attached GAME Child Protection Policy, and with any other reasonable safeguarding measures that GAME May Specify.
- Any incidents of harm or risk of harm to children or to adult beneficiaries will be reported immediately to GAME.
- Any individuals with access to children or adult beneficiaries or to personal data about such persons shall follow the GDPR privacy policy.

Article 21: MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with the Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

Article 22: GOVERNING LAW

Any dispute between the organization and the vendor/supplier related to providing services and the understanding of this agreement is sought to be resolved by negotiation. If an agreement cannot be reached, a case may be brought at the venue of the Organization.

Article 23: SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable.

Article 24: ENTRY INTO FORCE, SIGNATURE, AND AMENDMENTS

This Contract and any Annexes embody the entire agreement between the Parties and supersede all prior agreements and understandings, if any, relating to the subject matter of this Contract.

In witness whereof the Parties have duly affixed their signatures under hand and seal on this agreement shall apply from the date of signature. Any amendment to the contract shall be made in writing and signed by the parties.

The vendor/supplier has received a copy of this agreement

Date of signature:

Date of signature:

The signature of the vendor/supplier

The signature of the Organization

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Ibrahim Hourani