

FRAME AGREEMENT

between

The Office of the United Nations High Commissioner for Refugees
94 rue de Montbrillant, 1202 Geneva, Switzerland

(hereinafter referred to as “UNHCR”)

and

[NAME & ADDRESS]

(hereinafter referred to as the “Contractor”)

Preamble

WHEREAS, UNHCR wishes to enter an agreement with the Contractor to provide meeting/conference rooms including facilities, catering services for meetings and guest rooms; and

WHEREAS, the Contractor represents that it is qualified, ready, able and willing, and possesses the necessary expertise, qualified personnel, facilities, equipment, tools, insurance and other means, to provide these services;

NOW THEREFORE, UNHCR and the Contractor (collectively referred to as “the Parties”) agree as follows:

Article 1 – Purpose

- 1.1 The purpose of this Frame Agreement is for the Contractor to provide some or all of the services described in Annex B (the “Services”) in accordance with the terms and conditions specified herein.
- 1.2 The Contractor agrees to perform the Services at the cap fees set forth in Annex C. These fees are firm prices and the Contractor agrees not to increase them for the entire term of this Frame Agreement, including any extension thereof.
- 1.3 This Frame Agreement does not constitute an agreement for the providing of any or all of the Services. Only an order in the form of a purchase order as provided in Article 4.1 shall obligate UNHCR to pay for the Services identified in such purchase order.
- 1.4 The Parties acknowledge and agree that the provision of the Services by the Contractor to UNHCR under this Frame Agreement is on a non-exclusive basis and nothing herein shall be construed as committing UNHCR to deal with the Contractor as the sole or first-preferred provider of the Services.

UNHCR reserves the right to obtain some or all of the Services from any source other than the Contractor at any time during the term of this Frame Agreement, when UNHCR, in its sole discretion, deems it necessary or in its best interest.

Article 2 – Contract Documents

2.1 This document, together with the other named documents annexed hereto and referred to below, constitute the entire contract (the “Frame Agreement”) between UNHCR and the Contractor:

Annex A: UNHCR General Conditions of Contract for the Provision of Services (2010 version)

Annex B: Terms of Reference

Annex C: Contractor’s financial proposal; dated on [...]

Annex D: Contractor’s technical proposal; dated on [...]

2.2 The documents constituting this Frame Agreement are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:

(a) This Document

(b) Annex A

(c) Annex B

(d) Annex C

(e) Annex D

2.3 This Frame Agreement embodies the entire agreement of the Parties with regard to the subject-matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or written, relating to the subject-matter hereof exist between the Parties except as herein expressly set forth.

2.4 Any document (including any purchase order) issued in connection with this Frame Agreement shall be consistent with and subject to the terms and conditions of this Frame Agreement and, in case of any inconsistency, the terms and conditions of this Frame Agreement shall prevail.

Article 3 – Contract Term

3.1 This Frame Agreement shall enter into force on the date that both Parties have signed it or, if the Parties have signed it on different dates, the date of the latest signature (the “Effective Date”).

3.2 This Frame Agreement shall remain in effect for a period of two years, unless terminated earlier in accordance with the terms hereof.

- 3.3 UNHCR may, at its sole option, extend the term of this Frame Agreement, under the same terms and conditions as set forth in this Frame Agreement for a maximum further period of two (2) one-year periods, provided that UNHCR provides written notice of its intention to do so at least 30 (thirty) days prior to the expiration of the current term of the Frame Agreement.

Article 4 – Responsibilities of the Contractor

- 4.1 Upon request from UNHCR by way of one or several purchase orders issued separately and pursuant to this Frame Agreement, the Contractor will perform the Services ordered in the purchase order. The Contractor shall not perform any Services, unless and until UNHCR has issued a purchase order therefor.
- 4.2 Any purchase order issued hereunder shall be subject to the General Conditions of Contract for the Provision of Services (January 2010) (Annex A). Any additional or different terms or conditions proposed by the Contractor are rejected unless expressly approved in writing by an authorized representative of UNHCR.
- 4.2 The Contractor undertakes to provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation and other facilities required for the performance and completion of the Services.
- 4.3 The Contractor shall ensure that it and the personnel it assigns to perform work under this Contract shall perform the Services with the necessary care and diligence, and in accordance with the highest professional standards.
- 4.4 The Contractor, its employees, agents or other representatives, and authorized subcontractors, shall treat as confidential all of the information, be it in written, digital or oral format, they are provided with or in any way privileged to as a result of their performance of Services under this Frame Agreement, in accordance with Article 13 of the UNHCR General Conditions of Contract for the Provision of Services (Annex A).

Article 5 – Responsibilities of UNHCR

- 5.1 The Contractor acknowledges that UNHCR shall have no obligation to provide any assistance to the Contractor in performing the Services other than expressly set forth in this Frame Agreement.

Article 6 – Contract Price and Payment Terms

- 6.1 If and when UNHCR wishes to obtain any of the Services, UNHCR shall issue to the Contractor one or several purchase orders specifying the specific Services required in accordance with Annex B. Each purchase order will specify which Services are to be provided, the dates by which such Services are to be completed, as well as any other special terms and conditions.

UNHCR shall not be bound to accept or pay fees for any Services, for which it has not issued a purchase order.

- 6.2 After receipt of a purchase order, the Contractor shall notify UNHCR of the fee amount to be charged for the Services specified in such purchase order (such amount referred to herein as a “PO Fee”). Any fees not based on the firm prices referred to in Article 1.2 shall require the prior written consent of UNHCR.
- 6.3 Subject to satisfactory performance of the Services, the Contractor shall issue original invoices to UNHCR upon completion of the Services mentioned in a purchase order.
- 6.4 Each of the Contractor’s invoices shall clearly specify, at a minimum, a description of the Services performed in accordance with Annex B, the applicable fees for the Services in accordance with Annex C, any applicable cancellation fees and bear reference to the purchase order number to which the invoice relates. Together with the invoices, the Contractor will submit any documentation required by UNHCR in connection with the performed Services.
- 6.5 Payments by UNHCR to the Contractor shall be made by bank transfer to the following account:
- Bank: [...]
Account name: [...]
EUR Account number: [...]
SWIFT: [...]
- 6.6 UNHCR will endeavour to pay the invoices within 30 (thirty) days of receipt of the invoice.
- 6.7 The Contractor acknowledges and agrees that UNHCR may withhold payment in respect of all or part of an invoice in the event that, in the opinion of UNHCR, the Contractor has not performed its obligations in accordance with the terms of the Frame Agreement.
- 6.8 In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the Contractor (any such notice being waived by the Contractor), upon any amount becoming due and payable hereunder to the Contractor, to set-off any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNHCR to the Contractor or any claim for loss or damage to UNHCR property) owing by the Contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.
- 6.9 If UNHCR disputes any invoice or a portion thereof, UNHCR shall notify the Contractor accordingly, including a brief explanation of why UNHCR disputes

the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UNHCR shall pay the Contractor the amount of the undisputed portion within 30 days of receipt of the Contractor's invoice. UNHCR and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to a disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UNHCR shall pay to the Contractor the relevant amount (if any) within 30 days from the date of resolution of such dispute.

- 6.10 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Frame Agreement nor any accrued interest on payments withheld by UNHCR that are subject to a dispute.
- 6.11 Payments made in accordance with this Article 6 shall constitute a complete discharge of UNHCR's obligations with respect to the relevant invoice or portion thereof.
- 6.12 Payments effected by UNHCR shall not relieve the Contractor of its obligations under this Frame Agreement and shall not be deemed an acceptance by UNHCR of the Contractor's performance.

Article 7 – Review; improper performance

- 7.1 UNHCR reserves the right to review all Services performed by the Contractor under this Frame Agreement, to the extent practicable, at all reasonable places and times. UNHCR shall perform such review in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews by UNHCR, at no cost or expense to UNHCR.
- 7.2 If any Services performed by the Contractor do not conform to the requirements of this Frame Agreement, then UNHCR, in its sole discretion, shall have the right, without prejudice to and in addition to any of its rights and remedies under this Frame Agreement or otherwise, to one or more of the following:
 - (a) If UNHCR determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNHCR may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UNHCR, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within 7 (seven) days of receipt of the written request from UNHCR or within such shorter period as UNHCR may have specified in the written request if emergency conditions so require, as determined by UNHCR in its sole discretion.
 - (b) If the Contractor does not promptly take corrective measures or if UNHCR reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNHCR may obtain the assistance of other entities or persons and have corrective measures taken

at the cost and expense of the Contractor. In addition, in the event of UNHCR's obtaining the assistance of other entities or persons, the Contractor shall cooperate with UNHCR and such entity or person in the orderly transfer of any Services already completed by the Contractor.

- (c) If UNHCR determines, in its sole discretion, that improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNHCR may terminate the Frame Agreement in accordance with Article 15.1 of UNHCR's General Conditions of Contract for the Provision of Services (Annex A hereto) without prejudice to and in addition to any of its other rights and remedies under this Frame Agreement or otherwise.

Article 8 – Authorizations

- 8.1. In addition to the Contractor's obligations under Article 21 ('Observance of the Law') of the UNHCR General Conditions of Contract (Annex A), the Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract. UNHCR shall cooperate with the Contractor as necessary and appropriate including where appropriate by liaising with relevant authorities.

Article 9 – Notices

- 9.1 Except as otherwise specified in this Frame Agreement, all notices and other communications between the Parties required or foreseen under this Frame Agreement shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, or certified mail, transmitted to the Party for whom intended at the address or facsimile number shown below or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Frame Agreement.

If to the Contractor:

[Insert address]
 Attn.: [...]
 Fax: [...]

If to UNHCR:

UNHCR, Global Service Centre
 Ipoly utca 5/B-D
 1133 Budapest
 Hungary
 Attn: Head, Procurement Service

Fax: +36 1 450 5297

9.2 Notice by mail or recognized overnight delivery service shall be effective on the date it is officially recorded as delivered to (or refused by) the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Frame Agreement delivered in person or by facsimile shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of actual receipt as evidenced by an acknowledgement of personal receipt or a valid fax transmission confirmation sheet report.

Article 10 – Miscellaneous

10.1 If any provision of this Frame Agreement shall be held to be invalid, illegal or unenforceable (in whole or in part), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.2 Headings and titles used in this Frame Agreement are for reference purposes only and shall not be deemed a part of this Frame Agreement for any purpose whatsoever. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

10.3 This Frame Agreement and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Frame Agreement in two identical originals in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

For and on behalf of UNHCR:

For and on behalf of the Contractor:

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date: