

CONTRACT

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”)

Preambles and Object of the Contract

WHEREAS, UNHCR wishes to retain the Contractor to [insert brief description of nature of services] in accordance with the terms and conditions set forth in this Contract;

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 mean, to provide these services in accordance with the terms and conditions set forth in this Contract;

[WHEREAS, – insert any other information relevant to the background for establishing this contract, e.g. previous contract that this supersedes/flows from]

NOW THEREFORE, in consideration of the mutual promises and subject to the terms and conditions contained herein, UNHCR and the Contractor (collectively referred to as “the Parties”) agree as follows:

Article 1 – Contract Documents

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

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

Annex B: [UNHCR tender document]

Annex C: [Contractor’s bidding document]

[Add any other relevant document based on which UNHCR is contracting with the Contractor, e.g. performance bond, release form, Description of Services and Deliverables, Statement of Works, Project Schedule...]

1.2 The documents constituting the Contract 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 (UNHCR General Conditions of Contract)
- (c) [insert any other relevant document such as Annex XX Description of Services and Deliverables, Statement of Works, Project Schedule]
- (d) Annex B (UNHCR tender document); and
- (e) Annex C (Contractor's bidding document).

[Modify order of priority above as appropriate – usually the Contractor's offer is of lower priority]

1.3 This Contract 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.

1.4 Any document or receipt issued in connection with this Contract shall be consistent with and subject to the terms and conditions of this Contract, and in case of any inconsistency the terms and conditions of this Contract shall prevail.

Article 2 – Contract Term

2.1 This Contract shall take effect on [date] / [the date both Parties have signed this Contract or, if the Parties have signed it on different dates, the date of the latest signature] (the "Effective Date").

2.2 This Contract shall remain in effect until [satisfactory completion of the Services (as defined below)]¹ / [insert date] / [the date falling [insert period of time] after the Effective Date], unless terminated earlier in accordance with the terms of this Contract.

2.3 [UNHCR may, at its sole option, extend the term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [insert number of additional period(s)] period(s) of up to [insert time period] each, provided that UNHCR provides written notice of its intention to do so at least [number of days] days prior to the expiration of the then current term of the Contract].

¹ Note: If contract is to last until the goods and/or services are fully delivered, then include the words "satisfactory completion of the Services (as defined below)" only. If the contract is to last until a given date or for a given period, after which the Contractor is no longer due to be hired by UNHCR, then remove the words "satisfactory completion of the Services (as defined below)" and specify the given date or period.

Article 3 – Scope of Contractor’s obligations

3.1 Upon request from UNHCR by way of issuance of a purchase order issued separately and pursuant to this Contract, the Contractor will perform and carry out [the duties and responsibilities for UNHCR as set out in the Description of Services and Deliverables attached as Annex [XX], which is hereby incorporated by reference]/[the following duties:

Describe services] (the “Services”).

3.2 [Except as otherwise provided in this Contract,]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.

3.3 The Contractor shall ensure that it and its personnel shall perform the Services with the necessary care and diligence, and in accordance with the highest professional standards.

Article 4 – Responsibilities of UNHCR

4.1 If access to UNHCR’s premises is required to perform and complete the Services, UNHCR shall provide the Contractor’s personnel the necessary security passes and access to areas necessary for the performance of the Services.

4.2 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 [herein] / [in Annex xx]³.

Article 5 - Contract price and payment terms

5.1 UNHCR shall issue to the Contractor a purchase order promptly after the Effective Date in the amount of the Contract Price (as defined below).⁴

5.2 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, UNHCR shall pay the Contractor a fee not to exceed [insert amount] (the “Contract Price”).

5.3 Payments by UNHCR to the Contractor shall be paid to [such account of the Contractor as the Contractor shall notify to UNHCR in writing]/[the following account:
Bank:

² Note: If UNHCR is to provide assistance to the Contractor (e.g. personnel knowledge or equipment, or facilities), this should be specified in detail and added as a separate clause in the Contract or otherwise identified by specific reference to the relevant provision of an Annex – e.g. in UNHCR’s tendering document or the Contractor’s offer document).

³ See footnote 2 above.

⁴ Note: If successive purchase orders are issued, e.g. stop/go contract, specify frequencies and conditions when UNHCR will issue purchase orders. However, in that case, decide whether a Frame Agreement is not the more appropriate form of contract.

Account Name:
Account number:]

5.4 [Subject to satisfactory performance of the Services, the Contractor shall issue invoices to UNHCR as follows:

[specify milestones or time schedule against which payment is payable]⁵

OR :

[The Contractor shall issue an invoice to UNHCR upon completion of the Services.]⁶

5.5 Each of the Contractor's invoices shall clearly bear reference to the purchase order number to which the invoice relates.

5.6 The Contract Price is an all-inclusive amount, and the Contractor, acknowledging that incurring costs in excess of those budgeted by UNHCR is subject to the UNHCR Financial Rules and Regulations, shall not do any work, or permit any work to be done, which would result in any payment or payments by UNHCR of any amount in excess of the Contract Price, without a prior valid amendment to the Contract.

5.7 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 Contract [or if the Contractor has not provided [specify any documentation, e.g. bill of lading, which the Contractor should provide to UNHCR together with the invoices].

5.8 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.

5.9 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

⁵ Note: include only if payment is due to be paid in tranches.

⁶ Note: include if the Services are to be invoiced and paid at the end of the contract when the services have been delivered. The General Conditions of Contract will apply (payment within 30 days of receipt of Contractor's invoice for the services – ie. UNHCR pays the full contract price upon completion of the services).

30 days of receipt of the Contractor's invoice⁷. 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**⁸ from the date of resolution of such dispute.

5.10 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract, nor any accrued interest on payments withheld by UNHCR that are subject to a dispute.

5.11 Payments made in accordance with this Article shall constitute a complete discharge of UNHCR's obligations with respect to the relevant invoice or portion thereof.

5.12 Payments effected by UNHCR shall not relieve the Contractor of its obligations under this Contract and shall not be deemed an acceptance by UNHCR of the Contractor's performance.

Article 6 – Review; improper performance

6.1 UNHCR reserves the right to review all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. 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.

6.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNHCR's rights and remedies under this Contract or otherwise, UNHCR shall have the options, to be exercised in its sole discretion:

- (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 **[insert number]** 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

⁷ Note: see footnotes 4 and 5 above. The UNHCR General Conditions of Contract provide that invoices shall be paid by UNHCR within 30 days from receipt of the Contractor's invoice - if different payment terms apply, the language in this clause must be adjusted.

⁸ Note: same comment as footnote 6 above.

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 Contract 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 Contract or otherwise.

Article 7. Authorizations

7.1. 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 [including without limitation all entry/exit visas and work permits for its personnel and customs clearance for equipment and material provided by the Contractor]. UNHCR shall cooperate with the Contractor as necessary and appropriate including where appropriate by liaising with relevant authorities.

7.2 [Notwithstanding anything to the contrary herein, UNHCR's sole obligation with respect to customs matters shall be to provide the Contractor with a documentary certificate identifying the items concerned and stating that such items are for the sole use of UNHCR. If any further documentation is required by any authority, the Contractor shall advise UNHCR and UNHCR agrees to provide reasonable assistance to the Contractor in obtaining such documents.]

Article 8. Notices

8.1. Except as otherwise specified in this Contract, all notices and other communications between the Parties required or foreseen under this Contract 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 Contract.

If to the Contractor:

[Insert address]

Attn:

Fax:

If to UNHCR:

[Insert field address if applicable]

Attn:

Fax:

With a copy to:

[insert SISS address Geneva or Budapest]

Attn:

Fax:

8.2. 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 Contract 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 9. Miscellaneous

9.1. If any provision of this Contract 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.

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

9.3. This Contract 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 Contract 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

Name:

Title:

Date:

Signature

Name:

Title:

Date: