
**Guidelines on the Use of
Armed Security Services from
Private Security Companies
Annex B – Model Contract**

*These guidelines should be read in conjunction with the United Nations
Policy on Armed Private Security Companies*

ANNEX B

[NOTE: The document set forth below is intended to be a generic model contract for the provision of security services by armed private security companies. The particular terms, conditions and circumstances of the procurement of such company may require the addition, deletion or modification of certain provisions of this document.]

**[CONTRACT NO. _____]
between
[THE UNITED NATIONS//
UN SECURITY MANAGEMENT SYSTEM ORGANIZATIONS]¹
and
[INSERT FULL COMPANY NAME]**

FOR THE PROVISION OF ARMED SECURITY SERVICES

This Contract is entered into by and between the [United Nations, an international intergovernmental organization founded by its Member States pursuant to the Charter of the United Nations, signed on 26 June 1945, and having its headquarters in New York, New York, 10017, USA](the “[United Nations]” or the “[UN]”), and [INSERT FULL COMPANY NAME], an entity incorporated under the laws of [INSERT COUNTRY], and having its headquarters at [INSERT ADDRESS](the “Contractor”). The [United Nations] and the Contractor are collectively referred to herein as the “Parties”, and each individually as a “Party”.

WITNESSETH

WHEREAS, the [UN] requires the provision of armed security services to (i) protect [UN] property and personnel, and (ii) provide mobile protection for [UN] property and personnel as further set out in the Statement of Works and other Contract Documents, and the UN wishes to engage the Contractor to provide such services in accordance with the terms and conditions set forth in this Contract;

WHEREAS, the Contractor represents that it possesses the necessary equipment, facilities, qualified personnel, financing and infrastructure to perform such services, and is ready, willing and able to accept this engagement with the [UN] and provide such services in accordance with the terms and conditions hereinafter provided;

[[WHEREAS, [INSERT ANY OTHER RELEVANT BACKGROUND INFORMATION FOR PUTTING THE CONTRACT IN PROPER CONTEXT;]] and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and efficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

¹ NOTE: All references to “UN” or “United Nations” in this document will need to be replaced with the name of the relevant UN Security Management System organization should this document be used by such organization.

ARTICLE 1. Definitions; Contract Documents and Non-exclusivity

Definitions

- 1.1 For the purpose of this Contract, the words and expressions below shall have the meanings as follows:

“Area of [UN] Operations” means the areas and regions in which [UN] is operating in [INSERT THE COUNTRY(S) WHERE [[UN]] IS PRESENT AND WHERE CONTRACTOR IS TO PROVIDE SERVICES].

“Applicable International, National and Local Laws” shall mean all international law, treaties, conventions and custom, and all national and local statutes, laws, ordinances, decrees, rules, regulations and by-laws, which are applicable to the performance of the Services, including but not limited to the following (i) international humanitarian law; (ii) international human rights law; (iii) international criminal law; and (iv) national tax, employment and criminal laws in the Area of [UN] Operations and in the jurisdiction in which the Contractor is incorporated.

“Code” shall have the meaning set forth in Article 4.7.

“Contract” shall have the meaning set forth in Article 1.2.

“Contractor” shall mean the entity identified in the first paragraph of this Contract.

“Contractor’s Representative” shall have the meaning set forth in Article 7.1.

“Contractor’s Use of Force Policy” shall mean the document attached hereto as Annex E.

“Contractor’s Weapons Manual” shall mean the document attached hereto as Annex F.

“day” means a calendar day.

“Effective Date” shall have the meaning set forth in Article 2.1.

“Extended Term” shall have the meaning set forth in Article 2.3.

[“General Conditions” shall mean the United Nations General Conditions of Contract for the Provision of Services (Revision September 2011)]² attached hereto as Annex A.

² NOTE: Relevant General Conditions of Contract of UN Security Management System organization to be used, if available, or UN General Conditions of Contract to be reviewed and included, as appropriate.

[“General Release From Liability in Connection with Travel on UN-Provided Aircraft” shall mean the document attached hereto as Annex G.][TO BE INCLUDED IN THE EVENT THE [UN] IS TO PROVIDE SUCH SERVICES]

[“General Release From Liability on Account of Provision of UN-Emergency Medical Care” shall mean the document attached hereto as Annex G.][TO BE INCLUDED IN THE EVENT THE [UN] IS TO PROVIDE SUCH SERVICES]

[“General Release From Liability on Account of Use of UN-Provided Transport other than Aircraft” shall mean the document attached hereto as Annex G.][TO BE INCLUDED IN THE EVENT THE [UN] IS TO PROVIDE SUCH SERVICES]

“Governmental Body” means any nation or government, any state or other political subdivision thereof and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government and their relevant departments or offices.

“Initial Term” shall have the meaning set forth in Article 2.2.

“Issuer” shall have the meaning set forth in Article 15.6.

“Issues” shall have the meaning set forth in Article 20.1.

“List of Personnel” shall mean the list of Personnel in Annex C hereto, which lists the job category and obligations of all Personnel, as further detailed in the Statement of Works, which are to be engaged by the Contractor to provide the Services.

“Management Meetings” shall have the meaning set forth in Article 14.2.

“Parties” or “Party” shall have the meaning set forth in the first paragraph of this Contract.

“Personnel” shall have the meaning set forth in Article 9.1.

“Performance Security” shall have the meaning set forth in Article 15.1.

“Premises” shall mean the premises of the [UN] in the Area of [UN] Operations.

“Pricing Table” shall mean the document attached hereto as Annex C.

“Screening Process” shall have the meaning set forth in Article 4.15.

“Security Plan” shall have the meaning set forth in Article 11.4.

“Services” shall have the meaning set forth in Article 4.1.

“Standard Operating Procedures” shall have the meaning set forth in Article 14.1.

“Statement of Works” shall mean the document attached hereto as Annex B.

“Transition-out Plan” shall have the meaning set forth in Article 19.2.

“[UN]” or “[United Nations]”/[UN SECURITY MANAGEMENT SYSTEM ORGANIZATION][INSERT ALPHABETICALLY] shall mean the entity identified in the first paragraph of this Contract.

“[UN] Equipment List” shall have the meaning set forth in Article 10.5.

“UN MORSS” shall mean the United Nations Minimum Operating Residential Security Standards.

“UN MOSS” shall mean the United Nations Minimum Operating Security Standards.

“[UN’s] Representative” shall have the meaning set forth in Article 7.2.

Contract Documents

1.2 This document, together with the following Annexes, all of which are incorporated herein by reference (“Contract Documents”), constitute the entire contract between the Parties (the “Contract”):

- Annex A: [General Conditions];
- Annex B: Statement of Works, dated [INSERT DATE](the “Statement of Works”);
- Annex C: List of Personnel and Pricing Table;
- Annex D: Form of Performance Security;
- Annex E: Contractor’s Use of Force Policy;
- Annex F: Contractor’s Weapons Manual; and

- [Annex G: General Release From Liability in Connection with Travel on UN-Provided Aircraft; General Release From Liability on Account of Provision of UN-Emergency Medical Care; General Release From Liability on Account of Use of UN-Provided Transport other than Aircraft.][TO BE INCLUDED IN THE EVENT THE [UN] IS TO PROVIDE SUCH SERVICES]
- 1.3 The Contract Documents are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:
- 1.3.1 first, this document;
- 1.3.2 second, the Annexes to this document in the descending order of priority set out in Article 1.2 above.
- 1.4 [In addition to the Contract Documents, the following documents are referred to only as aids to interpreting the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations:
- 1.4.1 [UN's] request for proposal [INSERT NUMBER], dated [INSERT DATE]; and
- 1.4.2 Contractor's proposal, dated [INSERT DATE], in response to the UN's request for proposal.][ARTICLE 1.4 MAY BE DELETED IF RELEVANT WAIVER FROM COMPETITIVE SOLICITATION HAS BEEN OBTAINED IN ACCORDANCE WITH RELEVANT RULES AND REGULATIONS OF THE UN OR THE UN SECURITY MANAGEMENT SYSTEM ORGANIZATION]
- 1.5 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, if any, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.
- 1.6 Any document issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.

Non-exclusivity

- 1.7 The Parties acknowledge and agree that the provision of Services and any other related services by the Contractor under this Contract is strictly on a non-exclusive basis. The [UN] shall have the right, at its sole discretion and at any time, to procure or otherwise obtain any of the Services, in whole or in part, or similar services from any other sources other than the Contractor during the Initial Term or Extended Term.

ARTICLE 2. Term of Contract

- 2.1 This Contract shall come into effect (i) on the date of signature, if this Contract is signed by the Parties on the same date; or (ii) on the latest date of signature, if this Contract is signed by the Parties on different dates (the “Effective Date”).
- 2.2 This Contract shall remain in effect for an initial term of [INSERT NUMBER OF MONTHS IN WORDS AND NUMBERS] month[s] from the Effective Date, unless the Contract is earlier terminated in accordance with the terms of this Contract (“Initial Term”).
- 2.3 The [UN] shall have the right, at its sole option, to extend the Initial Term on the same terms and conditions as set forth in the Contract, for a maximum of [INSERT PERIOD IN WORDS AND NUMBERS] additional period[s] of up to [INSERT PERIOD IN WORDS AND NUMBERS] each (the “Extended Term”), provided that the [UN] provides the Contractor with written notice of its intent to exercise the option to extend the Contract at least [INSERT PERIOD IN WORDS AND NUMBERS] day[s] prior to the expiration of the Initial Term.

ARTICLE 3. Contractor’s Representations and Warranties

- 3.1 The Contractor acknowledges and agrees that:
 - 3.1.1 the [UN] does not warrant the size and distribution of the [UN] presence in the Area of [UN] Operations, the nature of the [UN] operations or its pattern of deployment;
 - 3.1.2 the data and information provided in the Statement of Works, including, but not limited to, the size and distribution of the [UN] presence in the Area of [UN] Operations, the nature of the [UN] operations, the number and pattern of the deployed [UN] personnel or current and prospective levels of Services, which have been provided to the Contractor for its convenience only and the Contractor acknowledges and agrees the [UN] does not warrant, and shall not be responsible for, the accuracy, correctness and completeness of any such data and information;
 - 3.1.3 the Contractor has satisfied itself as to the correctness and sufficiency of the data and information provided by the [UN], including, but not limited to, the data and information specified in Article 3.1.2, in order for the Contractor to perform the Services and meet its obligations under this Contract;

- 3.1.4 the Contractor shall be able to perform the Services in accordance with the terms and conditions of this Contract;
 - 3.1.5 the [UN] shall not be liable to the Contractor for any direct, indirect or consequential losses (including, but not limited to, lost profits or other losses) resulting from the Contractor's reliance on the data and information provided by the [UN], including, but not limited to, the information and data specified in Article 3.1.2; and
 - 3.1.6 [INSERT ANY OTHER APPLICABLE ACKNOWLEDGEMENTS FOR PUTTING THE CONTRACT IN PROPER CONTEXT]
- 3.2 The Contractor represents and warrants that:
- 3.2.1 all of the information it has provided concerning the Services to be performed pursuant to this Contract, including all information concerning any Personnel or equipment to be used in the performance of such Services, is true, correct, accurate and not misleading and that all Services shall conform to the specifications set forth in the Statement of Works and all other terms and conditions of the Contract;
 - 3.2.2 it is financially solvent, and is experienced in and qualified to perform the Services and that it possesses all the necessary qualified and experienced Personnel, equipment, facilities, resources and infrastructure for the timely and competent performance of its obligations under this Contract;
 - 3.2.3 it is knowledgeable of all Applicable International, National and Local Laws and that any Personnel performing the Services under this Contract shall also be knowledgeable of such laws;
 - 3.2.4 it has all necessary permits, authorizations and approvals required under all Applicable International, National and Local Laws, including the laws of its own jurisdiction and the Area of [UN] Operations to fully perform all of its obligations under this Contract;
 - 3.2.5 it has all necessary permits, authorizations and approvals required under all Applicable International, National and Local Laws of its own jurisdiction to perform the Services set out in this Contract;
 - 3.2.6 it has all necessary permits, authorizations and approvals necessary to carry relevant weapons and ammunition required to perform the Services in the Area of [UN] Operations, and that any Personnel performing the Services under the Contract shall also have such permits, authorizations and approvals;

- 3.2.7 it has all necessary permits, authorizations and approvals required under all Applicable International, National and Local Laws, including the laws of the Area of [UN] Operations, for the import and export of all relevant materials, supplies and equipment (such as weapons, ammunitions, explosives and personal protective equipment) required for the provision of Services hereunder; and
- 3.2.8 [INSERT ANY OTHER APPLICABLE WARRANTIES FOR PUTTING THE CONTRACT IN PROPER CONTEXT]

ARTICLE 4. General Responsibilities of the Contractor

- 4.1 The Contractor shall provide all personnel, materials, equipment, supplies, facilities, transportation, training and related services required to perform the provision of armed private security services, as further described in the Statement of Works (the “Services”) in accordance with the terms and conditions of this Contract, except for that specifically identified in this Contract as [UN] furnished.
- 4.2 The Contractor shall take full and unequivocal responsibility for the provision of the Services and means and methods of providing such Services, unless stated otherwise in this Contract. All operations necessary for the performance of the Services shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public order.

Standards of Conduct

- 4.3 The Contractor shall perform the Services in accordance with the terms of this Contract and in accordance with the highest degree of skill, care and diligence exercised by other nationally and/or internationally recognized contractors performing similar services of similar scope and shall ensure that all Personnel, exercise such similar skill, care and diligence.
- 4.4 The Contractor shall perform the Services in compliance with all Applicable International, National and Local Laws (including any changes thereto during the Initial or Extended Term) and shall regularly liaise with the Governmental Bodies to ensure timely compliance with all Applicable International, National and Local Laws bearing upon the performance of the Contractor’s obligations under this Contract. The Contractor shall cooperate with all Governmental Bodies and liaise with the [UN] during provision of Services so as to ensure harmonious relations with the host country. The Contractor’s interactions with relevant Governmental Bodies shall be in accordance with strict instructions given by the [UN].
- 4.5 The Contractor shall implement its own use of force policy, a copy of which is annexed hereto as the Contractor’s Use of Force Policy in Annex E.

- 4.6 The Contractor shall implement its own firearms management procedures, a copy of which is annexed hereto as the Contractor's Weapons Manual in Annex F.
- 4.7 The Contractor shall comply with all aspects of the International Code of Conduct for Private Security Providers, dated 9 November 2010, regardless of whether the Contractor is a Signatory Company to the Code, including certification thereunder ("the Code") and shall require any Personnel performing the Services under the Contract to comply with the Code, including certification thereunder.
- 4.8 The Contractor shall comply with current UN MOSS and MORSS requirements as well as any UN security plan in the Area of [UN] Operations and shall require any Personnel performing Services under the Contract to comply with UN MOSS and MORSS requirements as well as any UN security plan in the Area of [UN] Operations.

Licenses, Permits and Authorizations

- 4.9 The Contractor shall be responsible for obtaining, at its sole cost and expense, all licenses, permits, authorizations and approvals from Governmental Bodies and other authorities necessary for the performance of the Services, including for the importation and exportation of relevant materials, supplies and equipment (such as weapons, ammunitions, explosives and personal protective equipment) into and out of the Area of [UN] Operations, and shall maintain such licenses, permits, authorizations and approvals current and in good standing for the Initial and Extended Terms of this Contract, as the case may be. Without prejudice to the generality of the foregoing, the Contractor shall be responsible for obtaining, at its sole cost and expense, all entry and exit visas and work permits for Personnel and customs clearances for materials, supplies and equipment provided by or used by the Contractor for the performance of the Services and providing all relevant notices in accordance with Applicable International, National and Local Laws. Upon request, the Contractor shall provide to the [UN] a copy of all such licenses, permits, authorizations and approvals from Governmental Bodies or other authorities necessary for the performance of the Services, including for the importation and exportation of relevant materials, supplies and equipment.

Conditions of Service

- 4.10 Prior to commencing the Services, the Contractor shall have:
- 4.10.1 completed an inspection and examination of the Premises, relevant areas of the Area of [UN] Operations and other areas where the Services are to be performed and have satisfied itself as to all matters required to perform the Services in such areas, the means of access to the Premises and, in general, all necessary information as to risks, contingencies, and any other circumstances which may

influence or affect the Contractor's performance of the Services at the Premises and other areas where the Services are to be performed; and

- 4.10.2 investigated, determined and verified all Applicable International, National and Local Laws that are to be complied with for the performance of the Services.
- 4.11 The Contractor waives any and all claims against the [UN] arising from or relating to such risks, contingencies and circumstances that are reasonably inferable from the Contract and the nature of the Services, in light of the required pre-contract review, the Premises and Area of [UN] Operations inspection and the Contractor's expertise in the provision of private armed security services.
- 4.12 The Contractor expressly acknowledges that it is aware of the hazardous, harsh and hostile conditions that may prevail in the Area of [UN] Operations and that such conditions may include armed conflict and civil unrest. The Contractor assumes all risks arising from the performance of the Services under this Contract, whether relating to such conditions or otherwise, including, but not limited to, all risks in respect of the death, injury or illness of Personnel, the loss or damage of any property, equipment or supplies belonging to, in the custody of, or under the control of the Contractor or Personnel. The foregoing shall apply equally in respect of property, equipment and supplies provided by the [UN] to the Contractor, and in respect of warehouses and other premises occupied or used by the Contractor. The Contractor acknowledges and agrees that the [UN] will not compensate or indemnify the Contractor, or any Personnel, against any risk or claim whatsoever, arising from or related to the performance of the Services or any conditions in which the Services are to be performed.
- 4.13 The Contractor agrees that the Contractor's failure to perform any Services, or any delay in the performance of any Services, caused by events arising out of or in connection with hazardous, harsh and hostile conditions in the Area of [UN] Operations, including armed conflict and civil unrest, shall not, in and of itself, constitute *force majeure* under this Contract and the Contractor shall be obliged to implement alternative means of performing the Services in accordance with the Contract.
- 4.14 The Contractor shall take all necessary measures to protect against illness, injuries, death or disability of [UN] personnel and third parties and also damage to [UN] property or third party property arising from or in connection with the performance of the Services. The Contractor shall at all times safeguard the personnel and property of the [UN] from loss or damage in connection with the performance of the Services and shall replace, make good, or remedy any such loss or damage at its sole expense to the extent that such loss or damage is due to acts or omissions of the Contractor or its Personnel.

Screening of Personnel

- 4.15 The Contractor shall undertake all reasonable steps, to the [UN's] satisfaction, to verify with relevant Government Bodies that any potential Personnel (i) has not been convicted of any national criminal offences including by a military tribunal, or found by a national or international authority to have breached international criminal law or humanitarian law in any jurisdiction, and (ii) is not subject to any ongoing judicial proceedings, including military, in respect of such offences or violations. The screening process shall include the following:
- 4.15.1 a criminal background record check with the national police and military services of the potential Personnel's current country of residence, the country of current employment and the countr(ies) of nationality; and
 - 4.15.2 a verification of the potential Personnel's place of employment for the past five (5) years including, where relevant, a background check with all military or law enforcement employers,
- ("Screening Process").
- 4.16 The Contractor shall confirm in writing to the [UN] that the Screening Process has been conducted and that only Personnel who meet the above-mentioned requirements are to be engaged to provide the Services.
- 4.17 The Contractor shall promptly inform the [UN] of any material change in the information it has obtained under the Screening Process for Personnel (other than minor traffic offenses committed by Personnel).
- 4.18 The Contractor shall provide the [UN] with a complete and accurate list of the Personnel to be employed to provide the Services.

Training, weapons and protective gear

- 4.19 The Contractor shall require each Personnel to successfully conclude training on the Code, the Contractor's Use of Force Policy and the Contractor's Weapons Manual and the below listed training prior to commencing the provision of Services hereunder, and the Contractor shall provide the [UN] with certification that the Personnel has concluded such training prior the provision of Services:
- (i) firearms handling;
 - (ii) radio communications, including use of [UN] equipment;
 - (iii) access control of the Premises;
 - (iv) counter-terrorist search;
 - (v) "first responder" medical training;

- (vi) training on the use of specific equipment to be utilized;
- (vii) hostile surveillance and reconnaissance detection training; and
- (viii) convoy escort/protection, if applicable.

4.20 The Contractor shall require all supervisors of Personnel to have additional relevant experience and training in the supervision of personnel for the provision of the Services under similar circumstances.

4.21 Without limiting Article 4.1, the Contractor shall, at its sole cost, provide its Personnel with all necessary (i) weapons, firearms and ammunitions, and (ii) protective clothing, helmets, goggles, or other gear designed to protect the wearer's body or clothing from injury or infection, for job-related occupational safety and health purposes, as may be required by Personnel for the performance of the Services.

[INSERT ANY OTHER RELEVANT TRAINING REQUIREMENTS FOR PUTTING THE CONTRACT IN PROPER CONTEXT]

Use of Premises

4.22 At any time during which the Contractor has access and use of the Premises, the Contractor shall keep the Premises free of accumulation of waste materials or rubbish caused by the operations of the Contractor. At the completion of the Services, the Contractor shall, at its sole cost, remove all waste materials, rubbish, tools, equipment, machinery and surplus materials from and around the Premises. If the Contractor has failed to clean up the Premises upon completion of the Services, the [UN] may do so and the Contractor shall be liable for the costs thereof. The Contractor shall obtain, at its own risk and cost, any additional facilities outside the Premises which it may require for the purposes of carrying out the Services.

4.23 The Contractor acknowledges and agrees that it shall provide the [UN] with all information necessary for the [UN] to account for the presence of the Contractor and its Personnel while on the Premises and that it shall take all reasonable measures to ensure that its Personnel conform to and abide by all written or oral UN rules and regulations, policies or directives regarding access to, and safety and security on the Premises within which Contractor or its Personnel may be required to enter upon in order to perform any of the Services in accordance with this Contract.

ARTICLE 5. Specific Responsibilities of the Contractor

[THIS ARTICLE NEEDS TO BE MODIFIED AS NECESSARY TO REFLECT SPECIFIC RESPONSIBILITIES RELEVANT TO THIS CONTRACT]

5.1 [FOR THE GUARDING OF [[UN]] PREMISES][The Contractor shall provide Services

relating to the guarding of [UN] personnel and property, as further described in the Statement of Works, at the following locations [on the Premises//in the Area of [UN] Operations], by the following number and type of Personnel and during the following dates and times:

- (i) _____
 - (ii) _____
 - (iii) _____
 - (iv) _____
 - (v) _____
- [TO BE COMPLETED, IF APPLICABLE]]

5.2 [[FOR THE PROVISION OF MOBILE PROTECTION OF [UN] PROPERTY AND PERSONNEL][The Contractor shall provide mobile protection of [UN] property and personnel, as further described in the Statement of Works, at the following locations in the Area of [UN] Operations, by the following number and type of Personnel and during the following dates and times:

- (i) _____
 - (ii) _____
 - (iii) _____
 - (iv) _____
 - (v) _____
- [TO BE COMPLETED, IF APPLICABLE]]

ARTICLE 6. Responsibilities of the [UN]

6.1 The [UN] shall cooperate with the Contractor in a reasonable manner during the Initial and Extended Term of the Contract to facilitate the Contractor’s provision of Services hereunder.

6.2 The [UN] may, at its sole discretion, provide reasonable assistance to the Contractor in the Contractor’s applications for any permits, licenses, authorizations or approvals required by Governmental Bodies and Applicable International, National and Local Laws. The Parties agree that the [UN’s] assistance herein shall not relieve the Contractor from its sole responsibility in relation to any permits, licenses authorizations or approvals from Governmental Bodies or other authorities necessary for the performance of the Services as outlined in Article 4.9.

6.3 [[The [UN] shall provide the following facilities, materials, equipment and supplies to the Contractor solely for the purpose of performing Services under the Contract:

- (i) _____

- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____

[TO BE INCLUDED IN THE EVENT THE [UN] IS TO PROVIDE FACILITIES, MATERIALS, EQUIPMENT OR SUPPLIES TO CONTRACTOR]]

6.4 [[The [UN] shall provide the following services to the Contractor on a [[cost-reimbursable//no cost basis]]:

- (i) [e.g. access to cafeterias or PX facilities on [[UN]] premises]
- (ii) _____
- (iii) _____
- (iv) _____
- (v) _____

[TO BE INCLUDED IN THE EVENT THE [UN] IS TO PROVIDE ANY SERVICES TO CONTRACTOR]]

ARTICLE 7. Parties' Designated Representatives

- 7.1 Within [INSERT PERIOD IN WORDS AND NUMBERS] of the Effective Date, the Contractor shall notify the [UN] in writing of the name of the Contractor's designated representative in the Area of [UN] Operations ("Contractor's Representative"). The Contractor may replace its Designated Representative from time to time upon the submittal of written notice to the [UN].
- 7.2 Within [INSERT PERIOD IN WORDS AND NUMBERS] of the Effective Date, the [UN] shall notify the Contractor in writing of the name of the [UN's] Representative in the Area of [UN] Operations ("[UN's] Representative"). The [UN] may replace its Representative from time to time upon the submittal of written notice to the Contractor.
- 7.3 The Contractor's Representative and the [UN's] Representative shall be the relevant points of contact for the Parties for all matters concerning the execution and performance of this Contract, including the Contractor's performance review, security and the day-to-day administration of the Contract.

ARTICLE 8. Contract Price; Payment

- 8.1 [DEPENDING ON COMMERCIAL TERMS OF THE CONTRACT, THIS ARTICLE MAY NEED TO BE MODIFIED ACCORDINGLY][In full consideration of the complete and satisfactory performance of the Services under the Contract, the [UN] shall make payments to the Contractor in accordance with the pricing structure set forth in the

Pricing Table. The Contractor acknowledges and agrees that the prices listed in the Pricing Table shall remain fixed and firm throughout the Initial Term, or Extended Term, as the case may be, unless explicitly stated otherwise. The Contractor acknowledges that the prices listed in the Pricing Table are inclusive of all equipment, supplies, supplies, tools, wages (including overtime and severance payments), leave (including annual leave, rest and recuperation leave, sick leave, parental leave and leave without pay), training, insurance, Personnel benefits, transportations costs and any other costs, expenses, charges or fees that the Contractor may incur in connection with the performance of the Services. Without prejudice to or limiting the provisions of Article 20 of the General Conditions, the prices listed in the Pricing Table also include any taxes, duties, levies and other charges of any nature imposed by any authority or entity that are applicable to the [UN].]

8.2 The Contractor shall submit its invoices for all Services provided to the [UN] in accordance with this Contract, together with all supporting documentation as the [UN] may require, within [INSERT PERIOD IN WORDS AND NUMBERS] of the end of each month in [INSERT COPIES REQUIRED IN WORDS AND NUMBERS] copies to the following [UN] staff member and office:

Attn. _____

Facsimile: _____

8.3 The Contractor’s invoice shall specify at a minimum, the Contract number, a description of the Services, the unit prices, as applicable, and the total price for the invoice.

8.4 The [UN] shall pay the Contractor within [INSERT PERIOD IN WORDS AND NUMBERS] from the [UN’s] receipt of the Contractor’s invoices and supporting documentation in accordance with this Contract and the [UN’s] certification that the Contractor has provided Services represented by the invoice in accordance with the terms and conditions of the Contract, unless the [UN] disputes the invoice or a portion thereof.

8.5 All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor’s bank account, the details of which have been notified by the Contractor, as follows:

Name of Bank: _____

Bank Address: _____ (Street Address)
_____ (City)

_____ (State)
_____ (Postal Code)
_____ (Country)

Bank ID: _____
(SWIFT/BIC for non-US bank and ABA number for US bank)

Account No.
Or IBAN: _____
(IBAN if the bank is within EU/EEA)

BSB: _____

Bank account
Title/name: _____

Currency of
Payment: _____

Currency of
Bank Account: _____

Type of
Account: _____
(indicate if Checking or Savings)

Routing
Instructions: _____
(if necessary)

- 8.6 Payments made in accordance with this Article 8 shall constitute a complete discharge of the [UN's] obligations with respect to the relevant invoices or portions thereof submitted by the Contractor in payment for performance of the Services.
- 8.7 Payments effected by the [UN] to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by the [UN] of the Contractor's performance.
- 8.8 The Contractor acknowledges and agrees that the [UN] may withhold payment of the disputed portions, in whole or in part, of any invoice in the event that, in the opinion of the [UN], the Contractor has not performed its obligations in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

- 8.9 If the [UN] disputes any invoice or a portion thereof, the [UN] shall notify the Contractor in writing accordingly, giving its reasons for disputing the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, the [UN] shall pay the Contractor the amount of the undisputed portion of the invoice. The [UN] and the Contractor shall consult in good faith to resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, the [UN] shall pay the Contractor the relevant amount, if any, as soon as practicable but in no event later than [INSERT PERIOD IN WORDS AND NUMBERS] from the resolution of such dispute.
- 8.10 In addition to any other rights and remedies available to it, the [UN] shall have the right to set off any payment, indebtedness or other claim, including, without limitation, any overpayment made by the [UN] to the Contractor, owing by the Contractor to the [UN] hereunder, against any amounts which have become due and payable hereunder to the Contractor.
- 8.11 Subject to Article 18.2 of the General Conditions, 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 the [UN] that are subject to dispute.

ARTICLE 9. Contractor's Personnel

- 9.1 The Contractor shall be responsible for providing all necessary personnel further outlined in the List of Personnel to ensure the satisfactory performance of its obligations under this Contract ("Personnel"). For the purposes of this Contract, the term "Personnel" shall include all Contractor's officials, employees, servants, agents and representatives of the Contractor and their officials, employees, servants, agents and representatives, performing Services under this Contract. Such Personnel shall be suitably qualified and competent as described in the Statement of Works and shall possess the requisite licenses in accordance with Applicable International, National and Local Laws to perform the Services.
- 9.2 The Contractor shall supervise and be fully responsible and liable for all Services performed by Personnel and for their compliance with the terms and conditions of this Contract. Without prejudice to the generality of the foregoing, the Contractor shall ensure that all Personnel performing Services under this Contract are (i) qualified, reliable, competent, properly trained and fully licensed and certified, as required by this Contract, and that they maintain such licenses and certifications current and in good standing; (ii) medically fit to perform the Services; and (iii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such licenses, training, certifications, medical fitness and insurance satisfactory to the [UN] before commencing any Services under this Contract.
- 9.3 The Contractor shall maintain a register of time and attendance records for each individual Personnel which show all hours and locations worked, as further described in detail in the Statement of Works.
- 9.4 The [UN] may, at any time, require the withdrawal or replacement of any of the Personnel, and such withdrawal shall be carried out at the Contractor's sole cost. Any Personnel removed from the provision of Services shall be replaced without delay by a substitute person approved by the [UN].
- 9.5 Any Personnel assigned by the Contractor to the provision of Services, as further outlined in the List of Personnel, shall not be withdrawn or replaced (except on occurrence of their death, disability or resignation) without the prior written consent of the [UN]. There shall be no absences of Personnel in the provision of Services and the Contractor shall not be entitled to payment for Services in the event of any absences. The Contractor shall submit a written request to the [UN] in the event that the Contractor requires the replacement, withdrawal or reassignment of individuals listed in the List of Personnel and the Contractor shall submit, for [UN's] approval, a replacement individual. Such replacement individual shall have completed all the relevant training, be fully licensed and certified, and hold all the relevant qualifications and competencies, as required by this Contract. The Contractor shall bear all costs of recruitment, certification, training

- and travel of the replacement individual.
- 9.6 All withdrawal or replacement of Personnel shall be affected as quickly as possible and in a manner that will not adversely affect the performance of the Services or the [UN's] operations. The Contractor shall take all reasonable measures, at its sole cost and expense, to minimize the disruption of any Services due to such withdrawal or replacement. The [UN] shall not be liable for any delay in the performance of the Services due to any withdrawal or replacement of Personnel hereunder.
- 9.7 Without limiting and further to Articles 3 and 7 of the General Conditions, the Contractor shall be fully responsible and liable for, and the [UN] shall not be liable for (i) any act, omission, negligence or misconduct of the Personnel; (ii) any costs, expenses, or claims associated with any illness, injury, death or disability of Personnel; or (iii) any illness, injuries, death or disability of [UN] personnel and third parties or damage to [UN] property or third party property. The Contractor shall provide appropriate reparation to any third party for any illness, injuries, death or disability of third parties or damage to third party property arising from or in connection with the acts or omissions of its Personnel. The obligations under this Article 9.7 shall survive the expiration or termination of this Contract.
- 9.8 Without prejudice to Article 13 of the General Conditions, the Contractor shall require all Personnel to sign confidentiality agreements with the Contractor providing that the Personnel may not disclose Information (as defined in the General Conditions) to any third party without the explicit written consent of the [UN].
- 9.9 [The Contractor shall ensure that all Personnel are fluent in written and spoken English.][MODIFY AS RELEVANT]
- 9.10 The Contractor shall require Personnel to obey all Applicable International, National and Local Laws.
- 9.11 The Contractor shall enforce strict discipline and good order among Personnel and shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among Personnel and to preserve peace and protection of persons and property on or near the Premises. The Contractor shall not permit Personnel to consume alcoholic drinks or use illegal drugs on or near the Premises, while on duty or [INSERT PERIOD IN WORDS AND NUMBERS] hours before duty.
- 9.12 The Contractor shall be fully responsible for the sustainment, accommodation and transportation of its Personnel. Such sustainment shall include the provision of emergency supplies of water, rations and medical equipment. Any services, goods or supplies provided by the [UN] for the sustainment, accommodation and transportation of Personnel shall be at the sole discretion of the [UN] and on a fully reimbursable basis.

The [UN] shall be entitled to deduct the cost of such services, goods or supplies, if any, from any payments due to the Contractor in accordance with Article 8.10.

- 9.13 The Contractor acknowledges that it shall be solely responsible for all matters relating to pay and benefits of the Personnel. The Contractor acknowledges that the amounts to be paid by the [UN] to the Contractor outlined in the Pricing Table are correct and sufficient for the provision of the Services in accordance with the terms of the Contract.
- 9.14 Notwithstanding any other provision in this Contract, the Contractor acknowledges and agrees that the [UN] shall have no obligation to evacuate Personnel from the Area of [UN] Operations in cases of medical emergency or due to security developments. The Contractor shall be responsible for evacuating all Personnel in the cases of a medical emergency or due to security developments, including undertaking the necessary post-mortem arrangements and movements of Personnel within and from the Area of [UN] Operations.
- 9.15 [The [UN] may, in its sole discretion, allow Personnel to travel on [UN] provided transport, providing there is space available and strictly for the following reasons: (i) emergency related medical conditions, excluding post-mortem movement; (ii) Personnel traveling with a convoy in a [UN] vehicle for the purposes of this Contract; (iii) scheduled UN air transportation for purposes of this Contract; or (iv) Personnel traveling within the Area of [UN] Operations for the purposes of this Contract. The Contractor shall be responsible, at its sole cost, for providing transportation for its Personnel for all other purposes, including routine travel to and from the Premises and all “off-duty” transportation. Should [UN] provided transport other than that described in (i) to (iv) be requested by the Contractor and approved by the [UN] at its sole discretion, the Contractor shall be charged on a cost reimbursable basis of the [UN’s] actual cost plus an administrative fee of [INSERT RELEVANT [UN MISSION] FEE AS A PERCENTAGE IN WORDS AND NUMBERS] of the cost to be paid by the Contractor. Reimbursement of such amounts shall be deducted from payments to be made to the Contractor pursuant to Article 8.10. In consideration of such Personnel being permitted to travel on [UN] provided transport, prior to any such travel, each of such Personnel shall sign releases from liability in the form(s) attached in Annex G (General Release From Liability in Connection with Travel on UN-Provided Aircraft; General Release From Liability on Account of Provision of UN-Emergency Medical Care; General Release From Liability on Account of Use of UN-Provided Transport other than Aircraft), as applicable.][TO BE INCLUDED IN THE EVENT THE [UN] IS TO PROVIDE SUCH SERVICES]

- 9.16 [In the event that any Personnel require emergency medical treatment, the [UN] may, in its sole discretion, allow such Personnel access to [UN] medical facilities in the Area of [UN] Operations on a cost reimbursable basis of the [UN's] actual cost plus an administrative fee of [INSERT RELEVANT FEE OF [UN MISSION] AS A PERCENTAGE IN WORDS AND NUMBERS] of the cost to be paid by the Contractor. In consideration of such Personnel being permitted to utilize [UN] medical facilities in the Area of [UN] Operations, each of such Personnel shall sign a release from liability in the form(s) attached in Annex G (General Release From Liability on Account of Provision of UN-Emergency Medical Care), prior to their using any such medical facilities. The [UN] does not warrant opinions given by medical personnel on the medical condition of the Personnel, or the medical treatment provided, and the [UN] shall not be held liable therefor.][TO BE INCLUDED IN THE EVENT THE [UN] IS TO PROVIDE SUCH SERVICES]
- 9.17 Save as expressly provided in Article 11, the Contractor shall be solely responsible for the safety and security of Personnel and their property. The Contractor shall inform all Personnel prior to their deployment of hazardous, harsh and hostile conditions that may prevail in the Area of [UN] Operations and that such conditions may include the possibility of armed conflict and civil unrest and shall ensure that Personnel abide by all applicable [UN] directives and regulations, including all [UN] security rules, regulations, policies and procedures as further specified in Article 11 hereof.
- 9.18 The Contractor shall take all necessary measures to protect against illness, injuries, death or disability of its Personnel and also damage to Personnel property arising from or in connection with the performance of the Services. The Contractor shall at all times safeguard the property of the Personnel from loss or damage in connection with the performance of the Services and shall replace, make good, or remedy any such loss or damage at its sole expense to the extent that such loss or damage due to acts or omissions of the Contractor and other Personnel.
- 9.19 Prior to the commencement of Services by any Personnel, the Contractor shall ensure that each Personnel signs an undertaking which includes acknowledgements that: (i) the [UN] may request the Contractor to terminate the provision of Services by that individual in accordance with the terms of this Contract, including the Statement of Works; and (ii) the [UN] shall bear no responsibility for any costs of termination or repatriation of that individual in accordance with the terms of this Contract, including the Statement of Works.

ARTICLE 10. Materials, Equipment and Supplies

- 10.1 The Contractor shall be responsible for providing necessary materials, equipment and supplies required to perform the Services and as further described in the Statement of Works, except for that specifically identified in this Contract as [UN] furnished. All

materials, equipment and supplies provided by the Contractor for the provision of Services shall be of the respective kinds and standards described in the Statement of Works.

10.2 The Contractor shall be fully responsible for the lawful purchase and importation of materials, equipment and supplies required under the Contract and for the transportation of all equipment, materials and supplies required for the performance of the Services to and from the Premises, including the packing, loading, unloading and receiving of such equipment, materials and supplies. [Without prejudice to the generality of the foregoing:

10.2.1 the Contractor shall inform the [UN] in writing [INSERT PERIOD IN WORDS AND NUMBERS] prior to the arrival of any equipment, materials or supplies purchased pursuant to the Contract (in particular weapons, ammunition, explosives and personal protective equipment) and, if requested by the [UN], allow the [UN] to inspect the equipment, materials or supplies prior to their deployment at the Premises;

10.2.2 the Contractor shall give the [UN] not less than [INSERT PERIOD IN WORDS AND NUMBERS] notice of the date on which any major item of equipment, materials or supplies will be delivered to the Premises; and

10.2.3 the Contractor shall not remove any major items of equipment, materials and supplies from the Premises without the prior written consent of the [UN]. Such consent shall not be required for vehicles transporting materials, equipment, supplies or Personnel off the Premises.][AMEND ACCORDING TO OPERATIONAL REQUIREMENTS]

10.3 The Contractor shall, at its sole cost, make all necessary arrangement in obtaining customs clearance of the materials, equipment, vehicles and supplies, required for performance under the Contact. If required, the [UN] may provide assistance at its sole discretion.

10.4 The Contractor shall pay all port dues including, but not limited to, wharfage dues, pilotage fees, anchorage, berthage and mooring fees, quarantine dues, loading portage and overtime for materials, equipment, vehicles and supplies for use directly in connection with the provision of the Services brought into and dispatched from the Area of [UN] Operations by the Contractor. The Contractor shall pay all fees, charges and other expenses in connection with the landing and shipment of all materials, equipment, vehicles and supplies and other things of whatsoever nature brought into or dispatched from the Area of [UN] Operations for the purpose of the Contract.

[UN] furnished materials, equipment and supplies

10.5 At [UN's] option, the [UN] may furnish to the Contractor, materials, equipment and

supplies for use by the Contractor for performance of the Services under the Contract. The duly authorized representatives of the Contractor and the [UN] shall sign the list of the [UN] provided equipment, materials and supplies, confirming their agreement as to its content and the condition of the equipment, materials and supplies referred to therein (the “[UN] Equipment List”). If the Contractor fails to participate in the inspection of the [UN] equipment, materials and supplies after being given a reasonable opportunity to do so, the Contractor shall be deemed to have accepted the list provided by the [UN]. The Contractor and the [UN] may update and revise the [UN] Equipment List from time to time, upon mutual agreement, without amending this Contract.

- 10.6 The Contractor acknowledges and agrees that the [UN] does not warrant that any materials, equipment or supplies provided by the [UN] to the Contractor are in good working condition, or otherwise fit for their intended purpose. The Contractor shall satisfy itself as to the working condition and fitness for purpose of all materials, equipment and supplies provided by the [UN] and as to their suitability for the performance of the Contractor’s obligations under the Contract.
- 10.7 Title to all materials, equipment and supplies provided by the [UN] shall rest with the [UN].
- 10.8 The Contractor shall be responsible and accountable for all materials, equipment and supplies provided by the [UN], for use by the Contractor in the performance of Services under this Contract. Without prejudice to the generality of the foregoing:
 - 10.8.1 the Contractor shall be solely responsible for safeguarding all materials, equipment and supplies and shall take all measures necessary to preserve such materials, equipment and supplies against loss, theft, destruction or damage;
 - 10.8.2 the Contractor shall ensure that such materials, equipment and supplies are properly secured and safely stored;
 - 10.8.3 the Contractor shall ensure that such materials, equipment and supplies are operated and used in a safe manner and by suitably qualified Personnel;
 - 10.8.4 the Contractor shall immediately report any significant damage and loss of materials, equipment and supplies provided by the [UN] to the Contractor for the provision of Services; and
 - 10.8.5 the [UN] and its authorized agents or representatives shall have access at all reasonable times to any premises in which such materials, equipment or supplies are located for the purpose of inspection and or inventory, even if such premises are not located on the Premises.
- 10.9 Wherever applicable, all operations of the Contractor, including without limitation,

storage of equipment, materials and supplies within the Premises shall be confined to areas authorized and/or approved by the [UN]. The Contractor and its Personnel shall not store or dispose of any equipment, materials and supplies in any areas of the Premises without appropriate [UN] authorization.

- 10.10 No later than [INSERT PERIOD IN WORDS AND NUMBERS] prior to the expiration or termination of this Contract, or at any time when any materials, equipment or supplies provided by the [UN], or purchased pursuant to the Contract, are no longer required by the Contractor for the performance of Services under this Contract, the duly authorized representatives of the [UN] and the Contractor shall conduct a joint inspection of such materials, equipment or supplies to determine their quantity, working order and condition. In the case of materials, equipment or supplies provided by the [UN], the Contractor shall hand over such materials, equipment and any unused supplies to the [UN] in the condition in which they were provided to the Contractor, fair wear and tear excepted. In the event that the Contractor has lost or damaged any equipment, materials or supplies provided by the [UN], the Contractor shall be required to compensate the [UN] for such damage or loss at the latest within [INSERT PERIOD IN WORDS AND NUMBERS] of the expiration or termination of the Contract. The [UN] shall be entitled to set-off amounts for such damage or loss from payments due to the Contractor hereunder.

ARTICLE 11. Security

- 11.1 The Contractor shall be fully responsible for the safety and security of the Personnel and for the safekeeping of all equipment, material and supplies, including those listed on the [UN] Equipment List, and required for the performance of the Services in either the custody of the Contractor or Personnel or on the Premises.
- 11.2 The Contractor shall be responsible for requiring all Personnel, when within the Premises, to display [UN] issued identification as may be required and furnished by the [UN]. Upon the withdrawal or replacement of any such Personnel or upon termination or completion of this Contract, the Contractor shall ensure that all Personnel immediately return any such identification to the Contractor for return to the [UN].
- 11.3 The Contractor shall ensure that the Personnel abide by all security rules, regulations, policies, directives and procedures of the [UN] applicable to its performance under this Contract. The [UN] shall inform and, to the extent necessary, update the Contractor with prevailing [UN] security rules, regulations, policies, and procedures from time to time.
- 11.4 The Contractor shall develop a security plan in consultation with the [UN], to cover the safety and security of Personnel, including their evacuation, the safeguarding of all equipment, materials and supplies in the custody of the Contractor or Personnel, including [UN] provided equipment, materials and supplies, if any, and all necessary

measures for the prevention of sabotage, damage and destruction of [UN] property and personnel which the Contractor is required to safeguard and protect (“Security Plan”). The Contractor shall submit a draft Security Plan to the [UN] within [INSERT PERIOD IN WORDS AND NUMBERS] of the Effective Date, with a final Security Plan to be delivered within [INSERT PERIOD IN WORDS AND NUMBERS] of the Effective Date. The [UN] may, at its sole discretion, review the procedures, methods and facilities used by the Contractor to provide such security. The Contractor shall give due consideration to any adjustments to such procedures or facilities as may be recommended by the [UN]. The Contractor shall be entitled to no additional compensation in respect of its development, implementation and execution of the Security Plan.

- 11.5 The [UN] may, at its sole discretion, consent to the inclusion of Personnel in the [UN] security plan to the extent that it applies within the Area of [UN] Operations on the same terms that are offered to implementing partners of [UN] agencies, funds and programs. Notwithstanding this provision, the Contractor acknowledges and agrees that the [UN] shall have no obligation to evacuate Personnel from the Area of [UN] Operations in case of emergency, natural disasters or due to security concerns.
- 11.6 The [UN] shall have no liability to the Contractor or its Personnel in connection with the provision or failure to provide any assistance under Articles 11.4 and 11.5.

ARTICLE 12. Accidents and Incidents

- 12.1 If any accident, failure or other incident occurs due to any cause whatsoever, or in connection with the Services, or any part thereof, either during or outside of the execution of the Services, the Contractor shall [INSERT PERIOD IN WORDS AND NUMBERS [[hours//days]] report the accident, failure or incident to the [UN's] Representative, and unless otherwise directed by the [UN's] Representative, the Contractor shall conduct a full investigation into the said accident, failure or incident in order to determine the cause or reason for the accident, failure or incident and submit a report thereon to the [UN's] Representative, together with the Contractor's proposals for improvement in the provision of Services, if applicable.
- 12.2 Without prejudice to or limiting the provisions of Article 12.1, the Contractor shall report to the [UN]: (i) all accidents, failure and incidents involving Personnel, including the death, serious injury or illness of Personnel and the death, serious injury or illness of any other person (whether [UN] personnel or third party), or the loss or damage to such person's property; (ii) the loss or significant damage to any equipment, material or supplies under the custody of the Contractor, Personnel, the [UN] or any third party, directly as a result of the Contractor's performance of the Services; and (iii) any other accidents or security incidents of a similar nature. The Contractor shall report the incidents described above in Article 12.2 (i), (ii) and (iii) within [INSERT PERIOD IN WORDS AND NUMBERS [[hours//days]]] of the incident's occurrence.
- 12.3 Without prejudice to or limiting the provisions of Article 12.1, the Contractor shall report to the [UN] all incidents in which its Personnel violate the Contractor's Use of Force Policy, Contractor's Weapons Manual or Applicable International, National and Local Laws (other than minor traffic offenses) during the performance of Services. The Contractor shall report the incidents described in this Article 12.3 within [INSERT PERIOD IN WORDS AND NUMBERS [[hours//days]]] of the incident's occurrence.
- 12.4 The Contractor shall cooperate with all investigations into any accidents, failures or incidents that may be instituted by the [UN] or Governmental Bodies.

ARTICLE 13. Change in Scope

- 13.1 In order to maintain performance of Services in a manner applicable to the [UN], the [UN] shall have the right to update and change the Statement of Works any time during the Initial Term or Extended Term of the Contract, as the case may be. Any change in the Statement of Works from those set forth in Annex B shall be effected in an appropriate amendment to the Contract.

ARTICLE 14. Governance

- 14.1 Promptly after the execution of this Contract, the Contractor and the [UN] shall prepare and finalize such procedures and operational instructions that the Parties deem necessary or desirable for the efficient administration of this Contract and the Parties' performance hereunder, whereby such procedures and operational instructions shall not contravene the Contractor's Use of Force Policy or Contractor's Weapons Manual (the "Standard Operating Procedures"). The Contractor and the [UN] may update and revise the Standard Operating Procedures from time to time, upon mutual agreement, without amending this Contract. A draft version of the Standing Operating Procedures shall be completed within [INSERT PERIOD IN WORDS AND NUMBERS] of the Effective Date and a final version of the Standard Operating Procedures replacing the draft version shall be completed as soon as practicable but in no event more than [INSERT PERIOD IN WORDS AND NUMBERS] after the Effective Date.
- 14.2 The [UN's] Representative and the Contractor's Representative shall meet as often as required, and in any event, not less than [INSERT PERIOD IN WORDS AND NUMBERS] to discuss performance or any difficulties that may arise in connection with the performance of the Services under this Contract ("Management Meetings"). Written minutes of each Management Meeting shall be prepared by the [UN] and signed by both the [UN's] Representative and the Contractor's Representative. The minutes of the Management Meeting shall document with specificity the performance of the Services, any accidents, failures or incidents and any differences or disputes between the Parties that may have arisen or remain unresolved, including any proposals that the [UN's] Representative and the Contractor's Representative may have for the resolution of such differences.

ARTICLE 15. Performance Security

- 15.1 No later than [INSERT PERIOD IN WORDS AND NUMBERS] following the Effective Date of the Contract, the Contractor shall provide to the [UN], at the Contractor's sole cost and expense, a first demand guarantee in accordance with the form set forth in Annex D hereto, or a similar instrument acceptable to the [UN] in its sole discretion, in the amount of US\$[INSERT AMOUNT] (the "Performance Security").
- 15.2 The Performance Security shall serve to secure the performance by the Contractor of its obligations in accordance with the terms and conditions of this Contract, and to provide a source of compensation for the [UN] for any failure by the Contractor to perform such obligations. If the Contractor fails to deliver the Performance Security to the [UN] within the time limit specified herein, the [UN] shall, without prejudice to and in addition to any other rights or remedies under this Contract or otherwise, be entitled to withhold payment from any one or more invoices submitted by the Contractor up to the required amount of the Performance Security.

- 15.3 The Performance Security shall require the Issuer (as defined below) to deliver the money required by the [UN] immediately upon first written demand by the [UN] in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.
- 15.4 The Performance Security shall remain valid and in force until [INSERT DATE 60 TO 180 DAYS FROM THE END OF THE INITIAL TERM], subject to extension if so provided in this Contract or the Performance Security. The Performance Security shall not be subjected to any form of suspension by interim relief, whether by arbitral order or otherwise.
- 15.5 Upon written request of the [UN], the Contractor shall obtain, at its own cost and expense, an extension of the Performance Security and any confirmation thereof. The Contractor shall obtain such extension within thirty (30) days after the date of such request, or, if the Performance Security and confirmation, if any, would expire sooner than thirty (30) days after such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, the [UN] shall be entitled, at its option, and without prejudice to and in addition to any other rights or remedies under this Contract or otherwise, to enforce the Performance Security and/or immediately terminate this Contract.
- 15.6 The Performance Security shall be issued by a prime commercial and accredited bank acceptable to the [UN] in its sole discretion (the "Issuer"). If the Issuer of the Performance Security files for bankruptcy or is declared bankrupt, becomes insolvent or is liquidated or its right to do business is suspended or terminated, the Contractor shall within five (5) days thereafter provide another Performance Security, which shall be issued by an Issuer and in a form acceptable to the [UN]. The Contractor shall have an obligation to promptly notify the [UN] in writing in the event that any of the foregoing has occurred or is likely to occur. The foregoing provisions shall also apply *mutatis mutandis* in respect of an institution confirming the Performance Security. If the Contractor fails or refuses to comply with the foregoing obligations, the [UN] shall be entitled, at its option, and without prejudice to and in addition to any other rights or remedies under this Contract or otherwise, to enforce the Performance Security and/or immediately terminate this Contract.

ARTICLE 16. Insurance

- 16.1 **Obligation to Obtain Insurance Coverage.** The Contractor shall obtain and shall, for the

term of this Contract and any extension thereof, maintain policies of insurance, with reputable insurance companies in good financial standing and rated in Best's Insurance Guide as having AM Best's rating of A- VII, or Standard & Poor's rating of A or higher, or similar rating by an equivalent rating agency, which insurance coverage shall provide for the following coverage and, to the extent set forth below, with the following minimum limits of liability.

- 16.2 Professional Liability Insurance, with a minimum five Million US Dollars (USD \$5,000,000) per occurrence limit.
- 16.3 Fidelity Bonding with a limit of not less than one Million US Dollars (USD \$1,000,000) per occurrence with loss payable endorsement to the UN. The UN should be named as loss payee.
- 16.4 Contractor's Equipment and Property. The Contractor shall obtain and shall maintain insurance coverage for "all risks" in respect of any and all equipment and property provided and used by the Contractor in connection with the provision of any services under this Contract. Such insurance coverage shall be in an amount of coverage sufficient to replace such equipment or property in the event of any loss.
- 16.5 Worker Compensation and employer liability Coverage. The Contractor shall obtain and shall maintain all appropriate worker compensation and employer liability insurance coverage or equivalent, per applicable legislative requirements,, with respect to any personnel, employees, agents, servants, officials, sub-contractors or representatives of the Contractor who provide any services under this Contract. Such insurance coverage shall be in an amount sufficient to cover any and all claims for personal injury, death and disability, by any such personnel, employees, agents, servants, officials, sub-contractors or representatives of the Contractor who provide any services under this Contract.
- 16.6 Comprehensive Automobile Liability Coverage. The Contractor shall obtain and shall maintain comprehensive automobile liability insurance coverage with a minimum of one million US dollars (US \$1,000,000) combined single limit for each and every occurrence in respect of death or bodily injury, or loss of or damage to property arising from the operation of any vehicles owned, hired, rented, leased or used by the Contractor, or any personnel, employees, agents, servants, officials, subcontractors or representatives of the Contractor, in connection with the performance of any services under this Contract.
- 16.7 Claims Arising from Services. The Contractor shall obtain and shall maintain insurance coverage(s), with respect, at a minimum, to the following risks and in the following limits of liability in order to cover claims for death or personal or bodily injury, for loss of, or loss of use of, or damage to property of any kind, products and completed operations, personal and advertising injury, and for any other damage or harm including, without limitation, noise or other environmental pollution, harm or damage, mitigation, clean-up

and cost of defending claims (collectively "Claims"), arising in connection with the provision of any services under this Contract:

- (a) In the minimum amount of liability coverage of five Million US dollars (US\$5,000,000) for each and every occurrence and in the aggregate giving rise to Claims, which may arise out of any:
 - (i) occurrence in or about any premises, locations, facilities, land, buildings or other improvements at which Contractor provides any services under this Contract,
 - (ii) occurrence elsewhere, in the course of any work or the performance of any services carried out by the Contractor under this Contract, and which may be caused by any act or omission of the Contractor or any personnel, employees, agents, servants, officials, sub-contractors or representatives of the Contractor engaged in performing services under this Contract or by any defect in any premises, products, ways, works, machinery or plant used by the Contractor in performing services under this Contract.
 - (b) In the minimum amount of liability coverage of five Million (US\$5,000,000) per occurrence and in the aggregate in respect of any Claim, which may arise out of the possession, use, consumption, or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by the Contractor or any of its Personnel [As defined in the Contract] engaged in performing services under the Contract.
- 16.8 The contractor's policies shall cover any subcontractors. In addition, the contractor shall cause any subcontractors to maintain insurance coverage in line with provisions of section 16 hereof in adequate limits.
- 16.9 Essential Term: It is agreed and understood by the Parties that the obligations of the Contractor to obtain and maintain insurance set forth in section 16 hereof are an essential term of this Contract and that the UN relies on the Contractor to perform such obligation.
- 16.10 Minimum Policy Requirements All insurance policies providing the minimum insurance coverage required under section 9 hereof shall:
- 16.10.1 Name the United Nations as an additional insured except worker compensation/employer liability, property, professional liability and fidelity bonding policies. In addition, vehicle and general liability policies shall contain cross liability clause.
 - 16.10.2 Include a waiver of subrogation of the contractor's insurers' rights against the United Nations.

- 16.10.3 Provide that the United Nations shall receive thirty (30) days' written notice from the insurance carrier, underwriter or provider prior to any cancellation or change of insurance coverage provided under the insurance policy or policies concerned.
 - 16.10.4 Include provision for response on a primary and non contributing basis with respect to any other insurance that may be available to the UN
 - 16.10.5 Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 16.11 Evidence of Insurance. Prior to commencement of any services under the contract the Contractor shall provide satisfactory evidence of any insurance required under this Contract. The contractor shall provide certificates of insurance x weeks (or upon signature?) prior to commencement of services and shall provide copies of all relevant policies upon the UN' request, Any failure by the UN to elect to request copies of policies or any failure by the Contractor to provide satisfactory evidence of insurance shall not relieve the Contractor of its essential obligation to obtain and maintain the insurance coverage set forth in section 16 hereof.

ARTICLE 17. Indemnifications

- 17.1 Without prejudice to or limiting the provisions of Article 7 of the General Conditions, the Contractor shall indemnify, defend, hold and save harmless the [UN] and its officials, employees and agents in the following additional circumstances outlined in this Article 17. The indemnifications provided by the Contractor hereunder are without prejudice to any other rights or remedies of the [UN] under this Contract.
- 17.2 The Contractor acknowledges and agrees that the [UN] shall not be liable to the Contractor, or its Personnel, in connection with the provision, or failure to provide, any security assistance, and the Contractor shall indemnify, defend, hold and save harmless the [UN] and its officials, employees and agents from and against any claim or liability of any nature, including without limitation, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses, arising in respect of any security or security related incident, including without limitation, the death, injury or illness of any Personnel, or the loss, damage, destruction, sabotage or theft of any equipment, material or supplies in the custody of the Contractor or its Personnel.
- 17.3 In the event the Contractor fails to deliver to the [UN] the signed release forms, in accordance with Articles 9.15 and 9.16 above, or in the event that any claims are asserted against or liability is incurred by the [UN] notwithstanding such release forms, the

Contractor shall indemnify, defend and hold harmless the [UN] and its officials, employees and agents from and against any claim or liability of any nature, including without limitation, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses, arising in connection with such travel and/or use of [UN] medical facilities.

ARTICLE 18. Performance Review and Improper Performance

- 18.1 The [UN] reserves the right to review all Services performed by the Contractor at all reasonable places and times, as further outlined in the Statement of Works, during the Initial Term or Extended Term, as the case may be. The Contractor shall cooperate with such performance reviews at no cost or expense to the [UN]. The Parties agree that the [UN] shall have the right to update applicable performance standards for the Services as set out in the Statement of Works, throughout the Initial and Extended Term of the Contract.
- 18.2 If the Services performed by the Contractor do not materially conform to the requirements of the Contract, without prejudice to and in addition to any other rights and remedies available under the Contract or otherwise, the [UN] shall have the following options, to be exercised in its sole discretion:
- (i) require the Contractor to reimburse the [UN] for any and all damage caused to the [UN] due to such failure to conform to the requirements; and/or
 - (ii) terminate this Contract for cause in accordance with Article 15.1 of the General Conditions.
- 18.3 Notwithstanding any provision to the contrary contained in the Contract, the Contractor shall provide, at its sole cost and expense, any service required to rectify errors, arising from or relating to any acts or omissions on the part of the Contractor or Personnel.

ARTICLE 19. Transition

Transition into the Contract

- 19.1 The Contractor shall ensure orderly, timely and efficient commencement of the Services. To that end, the Contractor shall take all necessary measures to ensure a seamless transition of operations from the immediate predecessor, if any, to the Contractor and to provide for uninterrupted Services. The Contractor shall coordinate and cooperate with the [UN] and the current contractor, if any, to effect a smooth and seamless transition into the Contract.

Transition out of the Contract

- 19.2 Within [INSERT PERIOD IN WORDS AND NUMBERS] of the Effective Date, the Contractor shall submit a detailed transition-out plan for approval by [INSERT TITLE OF RELEVANT AUTHORIZED [UN] STAFF MEMBER] (“Transition-out Plan”). The purpose of the Transition-out Plan is to ensure a seamless transition of operations from the Contractor to the successor contractor or to the [UN], as the case may be, at the time of expiration or earlier termination of this Contract and to provide for uninterrupted Services.
- 19.3 Upon expiration of the Initial or Extended Term, as applicable, or the effective date of termination of this Contract, the Contractor shall, upon the request of the [UN], continue to perform Services under this Contract as may be so requested by the [UN] for a period of up to [INSERT PERIOD IN WORDS AND NUMBERS], in which case the Contractor shall be entitled to payment for the performance of such Services in accordance with the terms and conditions of this Contract.
- 19.4 Upon expiration or earlier termination of this Contract, the Contractor shall provide the [UN] such information and take such actions as may be reasonably requested by the [UN] for the preservation and protection of any and all equipment, materials and supplies provided by the [UN].
- 19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies that the [UN] may have under this Contract or otherwise and shall survive any termination of this Contract.

ARTICLE 20. Issues Management and Escalation Procedures

[DEPENDING ON OPERATIONAL NEEDS OF THE CONTRACT, THIS ARTICLE MAY NEED TO BE MODIFIED ACCORDINGLY]

- 20.1 Any initial attempts at resolving any disputes, controversies, or claims (for purposes of this Article 20, “Issues”) under this Contract, and prior to any resolution pursuant to Article 19 of the General Conditions, shall be resolved in accordance with the following procedures:
- (i) At any relevant operational or administrative level, one Party’s Representative shall inform the other Party’s Representative in writing regarding any such Issue; and
 - (ii) Within [INSERT PERIOD IN WORDS AND NUMBERS] following notice of an Issue, the receiving Party’s Representative will propose, by written notice to the other Party’s Representative, a plan of action for resolving the Issue or for escalating the Issue. In any plan for resolving the Issue, the Representative shall propose a timeframe for the resolution of the Issue, which the Parties shall agree

upon in writing.

- 20.2 The Contractor and [UN's] Representatives shall attempt to resolve the following Issues in accordance with this Article 20, or any other Issues which are a potential dispute, controversy or claim between the Parties:
- (i) items which may or have a significant impact on any Services provided under this Contract or the overall performance of this Contract;
 - (ii) items which may or have resulted in additional cost to the [UN];
 - (iii) items which may or have resulted in a claim for any damages by either Party or a third party;
 - (iv) items which may or have caused the Services provided under this Contract to become delayed or a deliverable missed;
 - (v) items which may or have been unresolved for over [INSERT PERIOD IN WORDS AND NUMBERS]; or
 - (vi) items which require additional parties to resolve.
- 20.3 Unless otherwise agreed by the Parties, the Parties shall use reasonable efforts to ensure that any Issues that are escalated to each Party's Representatives will be resolved within [INSERT PERIOD IN WORDS AND NUMBERS].
- 20.4 The Contractor and [UN's] Representatives shall escalate any Issue or any plans for the resolution of any Issue upon which they cannot agree to appropriate superiors within each of the Parties for resolution. To the greatest extent possible, Issues should be resolved within the various local levels of the [UN] in the Area of [UN] Operations and Contractor management prior to escalating any Issue to or contacting the [UN headquarters in New York] and Contractor's headquarters in [INSERT CITY AND COUNTRY].
- 20.5 The Parties acknowledge and agree that nothing in the Issues management and escalation procedures set forth in this Article 20 is intended to limit either Party's ability to seek any remedies and that, accordingly, subject to the terms and conditions of this Contract, the rights and remedies set forth in this Article 20 shall be non-exclusive and shall be in addition to all other remedies available to the Parties, whether under this Contract or otherwise.

ARTICLE 21. Termination

- 21.1 If any material default shall occur on the part of the Contractor under the terms and conditions of this Contract, which default is not cured within [INSERT PERIOD IN NUMBERS AND WORDS] days after the receipt of written notice thereof from the [UN], then the [UN] may terminate this Contract upon [INSERT PERIOD IN NUMBERS AND WORDS] days written notice to the Contractor, and the [UN] shall have all rights and remedies available to the [UN], all of which shall survive termination.
- 21.2 Without limiting the generality of the foregoing, in the event of the Contractor's breach of any of the representations and warranties provided in Article 3.2, the [UN] may terminate this Contract upon [INSERT PERIOD IN NUMBERS AND WORDS] days written notice to the Contractor, if such breach is not cured within [INSERT PERIOD IN NUMBERS AND WORDS] days after the receipt of written notice thereof from the [UN].

ARTICLE 22. Publicity and use of the name, emblem, flag or official seal of the [UN]

- 22.1 Notwithstanding the provisions of Article 12 of the General Conditions, and for the sole purpose of facilitating the protection and freedom of movement of Personnel, equipment, materials and supplies used in the performance of Services under this Contract, the [UN], at its sole discretion, may request or permit the Contractor to attach to equipment, materials and supplies, including vehicles, used for the exclusive purpose of performing Services under this Contract, special signs indicating that the Contractor is performing Services for the [UN].

ARTICLE 23. Notices

- 23.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated 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, certified mail; or (iv) facsimile, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a Party may designate by notice to the Party).

If to the Contractor:

Attn: _____

Fax: _____

If to the [UN]:

Attn: _____

Fax: _____

- 23.2 Notice by recognized overnight delivery service, postage prepaid, return receipt requested or certified mail shall be effective on the date it is officially recorded as delivered to 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 given when delivered in person or by courier service, or upon receipt of an acknowledgment by the sender from the recipient's facsimile machine.

ARTICLE 24. Miscellaneous

- 24.1 No terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.
- 24.2 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.
- 24.3 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. In addition, for the purposes of this Contract words and abbreviations which have recognized technical or trade meanings shall have such recognized meanings.
- 24.4 This Contract shall be executed in two (2) 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.
- 24.5 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 hereto have caused their duly authorized officers to execute this Contract as of the date written below.

For and on behalf of

[INSERT FULL COMPANY NAME]:

For and on behalf of

THE [UNITED NATIONS]:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ANNEX A

GENERAL CONDITIONS

1. **LEGAL STATUS OF THE PARTIES:** The United Nations and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* the United Nations, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its obligations under the Contract. Should any authority external to the United Nations seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify the United Nations and provide all reasonable assistance required by the United Nations. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations.
3. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to the United Nations by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
 - 3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of the United Nations, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same,

or better, as the qualifications of any personnel originally proposed by the Contractor.

- 3.3 At the option of and in the sole discretion of the United Nations:
- 3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by the United Nations prior to such personnel's performing any obligations under the Contract;
 - 3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of the United Nations prior to such personnel's performing any obligations under the Contract; and,
 - 3.3.3 in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, the United Nations has reviewed the qualifications of such Contractor's personnel, the United Nations may reasonably refuse to accept any such personnel.
- 3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
- 3.4.1 The United Nations may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
 - 3.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of the United Nations, which shall not be unreasonably withheld.
 - 3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
 - 3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
 - 3.4.5 Any request by the United Nations for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and the United Nations shall not bear any liability in respect of such withdrawn or replaced personnel.
 - 3.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work

together with United Nations officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of the United Nations with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of the United Nations shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by the United Nations, including but not limited to, a review of any criminal history;

3.6.2 when within United Nations premises or on United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the United Nations for cancellation.

3.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform the United Nations about the particulars of the charges then known and shall continue to inform the United Nations concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within United Nations premises or on United Nations property shall be confined to areas authorized or approved by the United Nations. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within United Nations premises or on United Nations property without appropriate authorization from the United Nations.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior

written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the United Nations. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on the United Nations.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

4.2.3 the Contractor promptly notifies the United Nations about such assignment or transfer at the earliest opportunity; *and*,

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to the United Nations following the assignment or transfer.

5. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the United Nations. The United Nations shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the United Nations reasonably considers is not qualified to perform obligations under the Contract. The United Nations shall have the right to require any subcontractor's removal from United Nations premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of the United Nations. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. **INDEMNIFICATION:**

7.1 The Contractor shall indemnify, defend, and hold and save harmless, the United Nations, and its officials, agents and employees, from and against all suits,

proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

- 7.1.1 allegations or claims that the possession of or use by the United Nations of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the United Nations under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party ;*or*,
- 7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:

- 7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by the United Nations directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
- 7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if the United Nations or another party acting under the direction of the United Nations made such changes.

7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend the United Nations and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

7.4 The United Nations shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations or any matter relating thereto, for which only the United Nations itself is authorized to assert and maintain.

The United Nations shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

- 7.5 In the event the use by the United Nations of any goods, property or services provided or licensed to the United Nations by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
- 7.5.1 procure for the United Nations the unrestricted right to continue using such goods or services provided to the United Nations;
 - 7.5.2 replace or modify the goods or services provided to the United Nations, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
 - 7.5.3 refund to the United Nations the full price paid by the United Nations for the right to have or use such goods, property or services, or part thereof.

8. **INSURANCE AND LIABILITY:**

- 8.1 The Contractor shall pay the United Nations promptly for all loss, destruction, or damage to the property of the United Nations caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
- 8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 8.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
 - 8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability

arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

- 8.2.4 such other insurance as may be agreed upon in writing between the United Nations and the Contractor.
- 8.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 8.4 The Contractor acknowledges and agrees that the United Nations accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the United Nations, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
- 8.5.1 name the United Nations as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
- 8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against the United Nations;
- 8.5.3 provide that the United Nations shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
- 8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to the United Nations.
- 8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 8.7 Except for any self-insurance program maintained by the Contractor and approved by the United Nations for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to the United Nations. Prior to the commencement of any obligations under the Contract, the Contractor shall provide the United Nations with evidence, in the form of certificate of insurance or such other form as the United Nations may reasonably require, that demonstrates that the

Contractor has taken out insurance in accordance with the requirements of the Contract. The United Nations reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify the United Nations concerning any cancellation or material change of insurance coverage required under the Contract.

- 8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
9. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or the United Nations.
10. **EQUIPMENT FURNISHED BY THE UNITED NATIONS TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by the United Nations to the Contractor for the performance of any obligations under the Contract 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, and the Contractor shall be liable to compensate the United Nations for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
11. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 11.1 Except as is otherwise expressly provided in writing in the Contract, the United Nations shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the United Nations under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the United Nations.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-

existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the United Nations does not and shall not claim any ownership interest thereto, and the Contractor grants to the United Nations a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the United Nations, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the United Nations in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the United Nations, shall be made available for use or inspection by the United Nations at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to United Nations authorized officials on completion of work under the Contract.

12. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations, nor shall the Contractor, in any 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 without the written permission the United Nations.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

13.1 The Recipient shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

- 13.2.1 any other party with the Discloser's prior written consent; *and*,
- 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
 - 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
 - 13.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
 - 13.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 13.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the United Nations sufficient prior notice of a request for the disclosure of Information in order to allow the United Nations to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to

the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

14.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the United Nations shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the United Nations shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

14.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

15. TERMINATION:

15.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

- 15.2 The United Nations may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of the United Nations applicable to the performance of the Contract or the funding of the United Nations applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, the United Nations may terminate the Contract without having to provide any justification therefor.
- 15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by the United Nations, the Contractor shall, except as may be directed by the United Nations in the notice of termination or otherwise in writing:
- 15.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as the United Nations and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 15.3.5 transfer title and deliver to the United Nations the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 15.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the United Nations thereunder;
 - 15.3.7 complete performance of the work not terminated; *and*,
 - 15.3.8 take any other action that may be necessary, or that the United Nations may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which the United Nations has or may be reasonably expected to acquire an interest.
- 15.4 In the event of any termination of the Contract, the United Nations shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, the United Nations shall not be liable to pay the Contractor except for those goods

delivered and services provided to the United Nations in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from the United Nations or prior to the Contractor's tendering of notice of termination to the United Nations.

15.5 The United Nations may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

15.5.1 the Contractor 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;

15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

15.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

15.5.6 the United Nations reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

15.6 Except as prohibited by law, the Contractor shall be bound to compensate the United Nations for all damages and costs, including, but not limited to, all costs incurred by the United Nations in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform the United Nations of the occurrence of any of the events specified in Article 15.5, above, and shall provide the United Nations with any information pertinent thereto.

15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of the United Nations under the Contract or otherwise.

16. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

17. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, the United Nations shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and the United Nations shall have no limitation on its right to obtain goods or

services of the same kind, quality and quantity described in the Contract, from any other source at any time.

18. SETTLEMENT OF DISPUTES:

18.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

18.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 18.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, 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 dispute, controversy, or claim.

19. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

20. TAX EXEMPTION:

20.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in

respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

20.2 The Contractor authorizes the United Nations to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations before the payment thereof and the United Nations has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and the United Nations shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the United Nations and paid by the Contractor under written protest.

21. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to the United Nations, as such obligations are set forth in the United Nations vendor registration procedures.

22. **MODIFICATIONS:**

22.1 Pursuant to the Financial Regulations and Rules of the United Nations, only the Chief of the United Nations Procurement Division, or such other Contracting authority as the United Nations has made known to the Contractor in writing, possesses the authority to agree on behalf of the United Nations to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against the United Nations unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the United Nations Procurement Division or such other contracting authority.

22.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 22.1, above.

22.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against the United Nations nor in any way shall constitute an agreement by the United Nations thereto unless any such

undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.

23. AUDITS AND INVESTIGATIONS:

- 23.1 Each invoice paid by the United Nations shall be subject to a post-payment audit by auditors, whether internal or external, of the United Nations or by other authorized and qualified agents of the United Nations at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. The United Nations shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the United Nations other than in accordance with the terms and conditions of the Contract.
- 23.2 The Contractor acknowledges and agrees that, from time to time, the United Nations may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of the United Nations to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the United Nations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the United Nations hereunder.

24. LIMITATION ON ACTIONS:

- 24.1 Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 18.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 24.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the

time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

25. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
26. **MINES:** The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
27. **SEXUAL EXPLOITATION:**
- 27.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. 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 shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 27.2 The United Nations shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred

and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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ANNEX C

LIST OF PERSONNEL AND PRICING TABLE

Type of Personnel	Cost

ANNEX D

FORM OF PERFORMANCE SECURITY

[Bank Stationery]

[Date]

[Procurement Division]
[United Nations]
[380 Madison Avenue]
[New York, NY 10017]
[USA]
[Attn: Mr. Dmitri Dvogopoly, Director]
[Fax: +1-212-963-5309]

“Beneficiary”

[Name of Contractor]
[Address of Contractor]

“Principal”

Reference: Our Guarantee No.
For

Dear Sirs and Madams:

1. At the request of [*insert full Contractor name*], we, as Guarantor, hereby undertake to pay to you or your accredited representative on first written demand the sum of [*insert sum*] or such lesser sum of money as you may by such written demand require to be paid accompanied by your written statement that the Principal identified in paragraph 2 of this Guarantee is in breach of its obligations under the contract identified in paragraph 2, without the need to specify the respect in which the Principal is in breach. Such statement shall be conclusive evidence of your entitlement to payment in the amount demanded, up to the amount of this Guarantee.
2. The amount of this guarantee is [*insert sum*].
3. This Guarantee shall remain valid from [*insert Effective Date*] until [*Insert date 60 to 180 days from the end of the Initial Term of the Contract*]. It is understood that written demand for payment under this Guarantee must be received by the Issuer not later than [*Insert date 60 to 180 days from the end of the Initial Term of the Contract*].

4. Subject to paragraph 5, below, this Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758. The supporting statement under Article 15(a) thereof is excluded.

[5. Nothing herein or related hereto: (i) shall be deemed a waiver or any agreement to waive any of the privileges and immunities of the United Nations, or (ii) shall be interpreted or applied in a manner inconsistent with such privileges and immunities.]³

Yours faithfully,

For and on behalf of [*insert name of issuer bank*]

{Bank's Official Seal}

Name, Title

³NOTE: This paragraph may need to be amended in accordance with the requirements of the relevant UN Security Management System organization should this document be used by such organization.

ANNEX E**CONTRACTOR'S USE OF FORCE POLICY**

Enclose the Contractor's Use of Force Policy developed by the Contractor.

[REVIEW TO BE COMPLETED ON A [UN MISSION-BY-MISSION] BASIS TO DETERMINE APPLICABLE USE OF FORCE POLICY]

ANNEX F**CONTRACTOR'S WEAPONS MANUAL**

Enclose the Contractor's Weapons Manual developed by the Contractor.

[REVIEW TO BE COMPLETED ON A [UN MISSION-BY-MISSION] BASIS TO DETERMINE APPLICABLE WEAPONS HANDLING PROCEDURES]