

Note to UNFPA user: How to use this form

1. This is the basic model form of contract for professional services.
2. This form was issued in July 2015. If it has been more than one year since this date, please visit the PSB intranet to ensure that you are using the most recent version.
3. General information is given in these green text boxes; please assure to remove the text box before completing/finalizing the document.
4. Comments and specific instructions are in square brackets [highlighted in yellow], and must be completed/deleted before the document is finalized.
5. Use this form for contracts for professional services that have a value at or above USD 100,000. For services with a value below USD 100,000, use the form of contract for “De Minimis” professional services.
6. Use this form of contract in conjunction with UNFPA’s Procurement Procedures.

Note to UNFPA User: Please use the below guidance for the creation of the Contract N°

CCC	This indicates the Country in which the tender process is being carried out in, the procurement official should replace these with their 3 digit country identifier, in case of not know, please reference the ISO 3 Digit Country Codes
YY	This indicates the year in which the process is being carried out, the procurement official should replace with the last two digits of the current year.
NNN	This represents the consecutive number of process which the office is carrying out in the year, procurement officials must assure to have log of processes and assign numbers accordingly.

CONTRACT N° UNFPA/CCC/PSC/YY/NNN

BETWEEN THE

UNITED NATIONS POPULATION FUND

AND

[INSERT NAME OF CONTRACTOR]

FOR THE PROVISION OF [DESCRIBE SERVICES]

This Contract is entered into between the United Nations Population Fund, a subsidiary organ of the General Assembly of the United Nations (“UN”) in terms of Article 22 of the UN Charter, with its Headquarters at 605 Third Avenue, New York, NY 10158, USA (the “UNFPA”) and [Name of Contractor], a [type of entity] organized under the laws of [country], with its registered office at [address] (the “Contractor”). UNFPA and the Contractor are collectively referred to herein as the “Parties” and each individually as a “Party”.

WITNESSETH

Contract [N° UNFPA/CCC/PSC/YY/XXX]

WHEREAS, UNFPA wishes to engage the Contractor in order to provide [description of services] as specified in the Terms of reference (the “TOR”) attached as Annex B (the “Services”) in accordance with the terms and conditions set forth in this Contract;

WHEREAS, the Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, able and willing to undertake and provide the Services in accordance with the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the Parties agree as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

1.1. This document together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made a part hereof, constitute the entire contract between UNFPA and the Contractor for the provision of the Services (the “Contract”).

Annex A:	UNFPA General Conditions of Contract: Contracts for the Provision of Services (the “UNFPA General Conditions”);
Annex B:	Terms of reference, [and]
[Annex C:]	[Any other document that may be required – <i>delete if not applicable</i>].

1.2. The Contract documents are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

1.2.1	First, this document;
1.2.2	Second, Annex A;
1.2.3	Third, Annex B, [and]
1.2.4	[Fourth, Annex C – <i>delete is not applicable</i>]

1.3. This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all contemporaneous or prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject.

Note to UNFPA user: *If reference to the solicitation documents in the Contract is desired, please add the following paragraph 1.4 and complete it as necessary. Otherwise, please delete paragraph 1.4 entirely.*

1.4. The following documents are referred to in this Contract only as aids in interpretation of 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: (a) [e.g. the CONTRACTOR’s technical proposal dated] and (b) [e.g. the CONTRACTOR’s financial proposal dated [date] in response to (c) bid document UNFPA/[]]. The documents referred

to in this Article 1.4 are not attached hereto but are known to, and in the possession of, the Parties.

**ARTICLE 2
COMMENCEMENT DATE; CONTRACT TERM**

2.1 This Contract shall enter into force on the date of the last signature affixed by the Parties (the "Commencement Date"). This Contract shall remain in force for [insert number in figures and in words] years, starting from the Commencement Date (the "Contract Term"), unless terminated by either Party in accordance with Article 13 of the UNFPA General Conditions of Contract.

**ARTICLE 3
OBLIGATIONS OF THE CONTRACTOR**

3.1 The Contractor shall perform the Services as specified in Annex B with due diligence and efficiency and in accordance with this Contract.

Note to UNFPA user: If a deliverables schedule is desired, please add the sentence below and complete the deliverables schedule as necessary. If a deliverables schedule is not necessary, please delete below sentence and deliverables schedule accordingly.

The Contractor shall submit to UNFPA the deliverables according to the following schedule:

DELIVERABLES	DEADLINE	RESPONSIBILITIES OF UNFPA	RESPONSIBILITIES OF THE CONTRACTOR

3.2 Unless otherwise provided for in this Contract the Contractor shall furnish all technical and administrative support, human resources, materials and equipment necessary to ensure the timely and satisfactory performance of the Services.

3.3 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail and email to the address specified in Article 8.2 of this Contract.

3.4 The Contractor represents and warrants the accuracy of any information or data provided to UNFPA for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3.5 The Contractor will maintain, within the Contract Term, detailed financial records, which clearly identify all funds received from UNFPA and expended by the Contractor for the

implementation of the Contract. The Contractor is also required to ensure that adequate systems of internal control are put in place to ensure the financial management of this Contract is conducted with the required level of due diligence.

**ARTICLE 4
PAYMENT AND FEE**

- 4.1 In full consideration for the complete, satisfactory, and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of [Insert currency & amount in figures and in words] (the “Fee”).

Note to UNFPA user: If a payment schedule is desired, pls. add sentence below and complete the payment schedule as necessary. If a payment schedule is not necessary, pls. delete below sentence and payment schedule.

The Fee will be paid to the Contractor according to the following payment schedule:

PAYMENT DUE DATE	PAYMENT AMOUNT	BALANCE

- 4.2 The Fee shall be inclusive of all applicable cost of material, professional charges, allowances, travel related costs and any other miscellaneous expenses applicable.
- 4.3 The Fee shall not be subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.4 Payments effected by UNFPA to the Contractor shall not be deemed to relieve the Contractor of its obligations under this Contract nor as an acceptance of UNFPA of the Contractor’s performance of the Services.
- 4.5 UNFPA shall make payments to the Contractor under this Contract within thirty (30) days after the UNFPA's receipt of the Contractor's invoice(s) and complete set of supporting documentation where applicable. The Contractor shall forward the original invoice(s) to the address specified in Article 8.2 of this Contract. Payments shall be subject to satisfactory completion of the deliverables stipulated under Article 3 of this Contract and acceptance by UNFPA of the deliverables and invoice(s) submitted by the Contractor.

Payments by UNFPA shall be made to the Contractor’s following bank account:

Account name:	
Bank Address:	
Acct Number:	
ABA Number:	
BIC (Swift address):	

ARTICLE 5 SPECIAL CONDITIONS

Note to UNFPA user: Enter ONLY one of the two following options. Please assure to delete the option which was not used as well as the text boxes accordingly.

Utilize this option in case that special conditions have been negotiated amongst the parties to the General Conditions of Contract: Contracts for the provision of services or in the case that the Contractor insist on including any other special provisions:

- 5.1 The Parties agree that [Insert article] of the UNFPA General Conditions shall be amended to read as follows: [Insert wording of amended article].
- 5.2 The Parties agree (...).]

Utilize this wording option if no special conditions apply:

- 5.3 No special conditions shall apply.

Note to UNFPA user: If travel is required to be carried out by the Contractor in order to fulfil the terms of reference of this contract, please include the below article 6 associated with security requirements linked with travel. Should the contract not require for the Contractor to travel, please delete the entire article. Please assure that in case of deleting that the correct numbering of articles and subsequent paragraphs is guaranteed.

ARTICLE 6 SECURITY

- 6.1 The Contractor shall be fully responsible for the safety and security of its personnel and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its personnel (as this term is referred to in Article 2 of the General Conditions).
- 6.2 The Contractor shall:
- 6.2.1 Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;
 - 6.2.2 Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of its own security plan.
- 6.3 The Contractor and its personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA's assets, equipment and supplies, or as required to perform the Services under this Contract.

- 6.4 UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its personnel. Any travel or financial assistance provided shall be on a space-available and reimbursable basis.
- 6.5 UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall have no obligation to evacuate personnel from the country where the Services are being provided in case of emergency or due to security developments.
- 6.6 Notwithstanding the foregoing, the Contractor acknowledges and agrees that the UNFPA shall not be liable to the Contractor, or its personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this Article 6.1, or otherwise, and the Contractor shall indemnify, defend, hold and save harmless the UNFPA and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any safety 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 assets, equipment or supplies in the custody of the Contractor or its personnel. The foregoing indemnity is without prejudice to any other indemnity provided by the Contractor, or any other rights or remedies of the UNFPA, under this Contract.
- 6.7 Upon the Contractor's request, UNFPA may provide security advisory information to the Contractor.

ARTICLE 7 REVIEW; IMPROPER PERFORMANCE

- 7.1 UNFPA reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the Contract Term. UNFPA shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by UNFPA, at no cost or expense to UNFPA.
- 7.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNFPA's other rights and remedies under this Contract or otherwise, UNFPA shall have the following options, to be exercised in its sole discretion:
- 7.3 If UNFPA determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNFPA may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to the UNFPA, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [insert number in figures and in words] days after receipt of the written request from UNFPA or within such shorter period as UNFPA may have specified in the written request if emergency conditions so require, as determined by

UNFPA in its sole discretion.

- 7.4 If the Contractor does not promptly take corrective measures or if UNFPA reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNFPA may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor.
- 7.5 If UNFPA, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNFPA, at UNFPA's sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the UNFPA General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.
- 7.6 Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

**ARTICLE 8
MISCELLANEOUS**

- 8.1 No terms or provisions of this Contract will be deemed waived and no breach excused, unless such waiver or excuse is in writing and signed by the Parties giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, excuse or waiver of any other subsequent breach. Any notice, request or approval required or permitted to be given or made under the Contract shall be made in writing in the English language. Such notice, request or approval, shall be deemed to be duly given or made when it shall have been delivered by either (i) personal delivery against receipt, (ii) recognized overnight delivery service, (iii) postage prepaid, return receipt requested certified mail, or (iv) email, addressed to the party or parties for whom intended at the addresses shown below or such other addresses as intended recipient previously shall have designated by written notice previously given pursuant to the Contract.

For UNFPA:

Contractual Matters		Technical / operational Matters:	
Name:		Name:	
Title:		Title:	
Branch/Division:		Branch/Division:	
UNFPA, Address		UNFPA, Address	
Tel:		Tel:	
Email:		Email:	

For the Contractor:

Contractual Matters		Technical / operational Matters:	
Name:		Name:	
Title:		Title:	

Contractor name:		Contractor name:	
Address:		Address:	
Tel:		Tel:	
Email:		Email:	

8.3 If any provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

8.4 Neither the Contractor nor any of its personnel (as this term is referred to in Article 2 of the General Conditions) shall engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices (“Proscribed Practices”). In the event of any Proscribed Practice, in addition to any other rights or remedies available to UNFPA under this Contract, the Contractor may, inter alia, be declared ineligible to continue business with UNFPA.

8.5 For purposes of this Contract, the following shall apply:

8.5.1 “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;

8.5.2 “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;

8.5.3 “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

8.5.4 “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

8.5.5 “Obstructive practice” means any act or omission intended to materially impede the exercise of contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to an investigation into allegations of fraud and corruption;

8.5.6 “Unethical practice” means any conduct or behaviour that is contrary to staff or supplier codes of conduct, such as those relating to conflict of interest, gifts and hospitality, post-employment provisions, abuse of authority and harassment.

8.6 UNFPA has adopted a zero tolerance policy on gifts and hospitality. The Contractor acknowledges that UNFPA personnel is prohibited from accepting any gift, even of a nominal value, including drinks, meals, food products, hospitality, calendars, stationery, transportation, recreational trips to sporting or cultural events, theme parks or offers of holidays, or any other forms of gifts, hospitality, benefits or discounts. The Contractor shall not offer any forms of gifts, hospitality, benefits or discounts to UNFPA personnel.

8.7 The Contractor acknowledges that the following vendors are considered ineligible for the award of any contract by UNFPA:

8.7.1 Vendors suspended or removed from the UN Procurement Division vendors’ list;

Contract [Nº UNFPA/CCC/PSC/YY/XXX]

- 8.7.2 Vendors declared ineligible by any UN organization;
- 8.7.3 Vendors included on the World Bank’s listing of ineligible firms;
- 8.7.4 Vendors included on the list maintained pursuant to the UN Security Council resolution 1267.

8.8 During the validity of this Contract, the Contractor shall inform UNFPA promptly and without delay by written notice if it or any of its principal officers have been included in any of the lists or listings referred to in Article 8.7 or if it or any of its principal officers have otherwise been declared ineligible for the award of any contract by any UN organization. Failure to fulfill this requirement will be considered as a breach of this Contract that entitles UNFPA to terminate this Contract forthwith.

8.9 By signing this Contract, the Contractor agrees that UNFPA is free to disclose this Contract to other UN agencies.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this Contract on the dates set forth below:

For UNFPA		For [Contractor]	
Signature		Signature	
Name:		Name:	
Title		Title	
Date:		Date:	

(N.B. Each page of the contract is to be initialed)

ANNEX A

UNFPA GENERAL CONDITIONS OF CONTRACT: CONTRACTS FOR THE PROVISION OF SERVICES

ANNEX B

TERMS OF REFERENCE