

LTA N°:

(Please quote this reference in all correspondence and communications)

LONG TERM AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES (LTA)



THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION

and Name

(hereinafter called 'the Contractor')

(hereinafter called 'UNESCO')

the headquarters of which are situated
in Paris

Address

*Name of Sector/Division, Section,
Unit or Name of Field Office*Vendor
Number

WHEREAS UNESCO has launched a Request for Proposal (**RFP**) in order to enter into a Long-term Agreement (hereinafter called the Agreement) for the supply of _____ [to complete].

WHEREAS the Contractor demonstrated that it is qualified, ready and able to supply such Professional Services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, UNESCO and the Contractor (hereinafter called the "Parties") hereby agree as follows:

Article 1 – Agreement Documents

1.1 The following documents shall be deemed to form and be fully filled in, read and be construed as integral part of this Agreement:

- (a) this Agreement (3 pages)
- (b) General Conditions of Contract for Professional Services – Annex I (3 pages)
- (c) Terms of Reference for Professional Services - Annex II (**xx pages**)
- (d) Price Schedule for Professional Services - Annex III (**xx pages**)
- (e) Contractor's offer [ref RFP/No dated XXXX], which document is not attached hereto but is known to and in possession of both parties.

1.2 These Agreement Documents are complementary to one another. In the event of any inconsistency, ambiguity or contradiction among them, they shall prevail in the order of their enumeration stated above.

Article 2 – Obligations of the Contractor

- 2.1 The Contractor shall provide, as and when required, the Professional Services listed in Annex II of this Agreement.
- 2.2 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Professional Services.
- 2.3 In the event of any advantageous gains in efficiency through the introduction of new approaches and/or downward pricing of the Professional Services specified in [ANNEX II](#) of this Agreement during the duration of the Agreement, the Contractor shall notify UNESCO immediately. UNESCO shall consider the impact of any such event and may request an amendment of the [ANNEX II of this Agreement](#).
- 2.4 The Contractor represents and warrants the accuracy of any information or data provided to UNESCO for the purpose of entering into an Agreement, as well as the quality of deliverables and reports foreseen under this Agreement in accordance with the highest industry and professional standards.
- 2.5 Any requirement shall be made through issuance of a separate [UNESCO Purchase Order \(PO\)](#) or [Contract for Services](#), setting out the quantity and details of Professional Services required, together with other instructions for the delivery. Each Purchase Order/Contract shall make a reference to this Agreement. UNESCO may change or cancel a Purchase Order/Contract provided that written notice is given to the Supplier within 3 (three) days from the time of receipt by the Supplier of the Contract.

Article 3 – Prices and payment

- 3.1 All prices are quoted in [\[specify currency\]](#) including delivery of Professional Services to UNESCO [\[specify place of delivery\]](#).
- 3.2 An original invoice shall be submitted by mail by the Contractor for each Purchase Order/Contract instalment separately. Payment will be made on satisfactory fulfilment of contract conditions and delivery of the Professional Services required, unless otherwise provided in the Purchase Order/Contract, within 30 days of receipt of the invoice and payment claim.
- 3.3 Prices shall be set in accordance with the rates outlined in Annex [III](#). [They remain valid for a period of \[xx\] years after the entry into force of this Agreement.](#)
- 3.4 Payments effected shall be deemed neither to relieve the Contractor of its obligations nor acceptance by UNESCO of the Contractor's performance of the related Professional Services.

Article 4 - Special conditions

- 4.1 UNESCO does not warrant that it will purchase any quantity of the Professional Services specified in [ANNEX II of this Agreement during the period specified in paragraph 7.2.](#)

Article 5 - Delivery Terms and Time

- 5.1 Services supplied under this Agreement shall be delivered in accordance with the terms and conditions of this Agreement and as indicated in each subsequent [Purchase Order \(PO\)/ Contract for professional services](#).

Article 6 - General Terms and Conditions

- 6.1 This Agreement and the subsequent [Purchase Order\(s\)/ Contract\(s\) for professional services](#) issued under this Agreement are subject to General Conditions of Contract for Professional Services, attached hereto as Annex I.

Article 7 - Entry into Force and Period of the Agreement

- 7.1 This Agreement supersedes all prior oral or written Agreements, if any, between the Parties and constitutes the entire Agreement between the Parties with respect to the supply of Professional Services hereunder.
- 7.2 This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of [\[specify no of years - initial period of one or two years\]](#). It may be extended by mutual written agreement of the Parties and satisfactory performance of the Contractor for a maximum total period of four years, unless terminated in accordance [with Article 15 of the General Conditions](#).

Article 8 - Notices

- 8.1 Unless specified otherwise in this Agreement, all notices and other communication required or contemplated under this Agreement shall be in writing and in English or French language and shall be delivered by either (i) personal delivery; (ii) recognized courier service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile or e-mail transmission, addressed to the Party to whom intended at the address shown below.
- 8.2 Notice by certified mail or recognized courier service shall be effective on the date it is officially recorded as delivered to, or receipt refused by, the intended recipient. All other notices and communication required or contemplated by this Agreement delivered in person, by facsimile or by confirmed e-mail shall be deemed to have been delivered to and received by the address and shall be effective on the date of actual receipt.

Article 9 - Amendments

- 9.1 No amendment to this Agreement or waiver of any of its provisions shall be valid unless approved in writing by the duly authorized representatives of the Parties.
- 9.2 This Agreement is issued in two originals and shall enter into force upon the signatures by both parties and receipt of one signed original by UNESCO.

Signed on behalf of “UNESCO”:

Authorised Signature

Date:

Signed on behalf of the “CONTRACTOR”:

Authorised Signature

Date:

Annex I: General Conditions of Contract for Professional Services

Annex II: Terms of Reference

Annex III: Price Schedule

ANNEX I: General Conditions of Contract for Professional Services

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNESCO.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations

under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- 8.1 Name UNESCO as additional insured;
- 8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;
- 8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage
- 8.4 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/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 UNESCO against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to

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patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO shall

have the right to suspend or terminate this 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.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

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Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that UNESCO, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs 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 UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

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 terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:
(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody.

24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

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ANNEX II: TERMS OF REFERENCE FOR PROFESSIONAL SERVICES

ANNEX III: PRICE SCHEDULE