

THIS CONTRACT FOR SERVICES is made between:

THE UNITED NATIONS CHILDREN'S FUND (“UNICEF”), an international inter-governmental organisation established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at [**UNICEF OFFICE ADDRESS**]; and

[**COMPLETE COMPANY NAME**] (the “Contractor”), a corporation established and existing under the laws of [**COUNTRY**] and having its principal offices at [**ADDRESS**].

Each of UNICEF and the Contractor are referred in this Contract as a “Party” or together as the “Parties”.

WHEREAS:

A. UNICEF is an integral part of the United Nations, and works with governments, civil society organizations and other partners worldwide to advance children’s rights to survival, protection, development and participation, guided by the Convention on the Rights of the Child.

B. UNICEF wishes to engage the Contractor to provide the services (the “Services”) and the deliverables (the “Deliverables”) described in the section of this Contract entitled “Statement of Work/TOR” in accordance with the terms and conditions set out in this Contract (as defined below).

C. The Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to provide such Services and Deliverables in accordance with the terms and conditions set out in this Contract.

NOW THEREFORE, the Parties agree as follows:

1. Contract Documents

1.1 This contract (the or this “Contract”) comprises: (a) this document (including any Special Terms and Conditions set out at Section 6 below); (b) the UNICEF General Terms and Conditions of Contract (Services) attached as Annex A; and (c) the other annexes (if any) attached to this document. The documents comprising this Contract are complementary of one another, but if there is any ambiguity or inconsistency between those documents, then (i) this document will take precedence over the UNICEF General Terms and Conditions of Contract (Services) and the other annexes (if any), and (ii) the UNICEF General Terms and Conditions of Contract (Services) will take precedence over the other annexes (if any). Capitalized terms used but not defined in this Contract have the meaning given to them in the UNICEF General Terms and Conditions of Contract (Services).

1.2 This Contract (including any documents incorporated by reference in this Contract) is the entire agreement between the Parties with regard to the provision of the Services and delivery of the Deliverables to UNICEF by the Contractor. It supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations, supplemental undertakings, licenses, terms-of-service, shrink-wrap, click-wrap, browse-wrap, confidentiality, non-disclosure, non-compete, acceptable use policies, or other forms of agreement (oral or otherwise) concerning any Services or Deliverables provided or to be provided under this Contract will be valid and enforceable against UNICEF, nor in any way will constitute an agreement by UNICEF, unless agreed by a valid amendment concluded in accordance with Article 11.9 of the UNICEF General Terms and Conditions (Services).

1.3 The Contractor acknowledges and agrees that, in the interests of transparency and efficiency among organizations of the United Nations system, UNICEF may make available a copy of this Contract to such organizations.

2. Effective Date; Term

2.1 This Contract will be a binding contract between UNICEF and the Contractor when UNICEF receives a copy of this Contract counter-signed by the Contractor. The effective date of this Contract will be the date UNICEF receives the counter-signed copy.

2.2 The term of this Contract will be for the period stated on the first page of this Contract.

2.3 UNICEF can cancel this Contract upon written notice (including by email) to the Contractor without any liability for cancellation charges or any other liability of any kind, provided that notice of such cancellation is given prior to the scheduled start date for performance of the Services.

3. Notices; Coordination

3.1 UNICEF's and the Contractor's contact and address for notices under this Contract are set out below. Each Party will notify the other in writing of any change in such Party's contact and address for notices.

If to UNICEF:

UNICEF

[ADDRESS]

Attention: [INSERT NAME], [TITLE]

[Fax: + [INSERT DETAILS]]

E-mail: [INSERT DETAILS]

If to the Contractor:

[COMPLETE COMPANY NAME]

[ADDRESS]

Attention: [CONTACT NAME], [TITLE]

[Fax: [INSERT DETAILS]]

E-mail: [INSERT DETAILS]

3.2 UNICEF and the Contractor will each nominate a representative to be responsible for the day-to-day coordination and management of the Contract and will inform the other Party by exchange of emails.

4. Fees; Most Favoured Customer.

4.1 The Contractor represents that the Fees for the Services and Deliverables under this Contract are the most favourable pricing terms available to any customer of the Contractor (or of any its Affiliates). If at any time during the term of this Contract, any other customer of the Contractor (or of any of the Contractor's Affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Contractor will retroactively adjust the Fee and related pricing terms under this Contract to conform to the more favourable terms and the Contractor will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

4.2 [Payment against the Contractor's invoice will reflect a discount of [PERCENTAGE] provided payment is made within [NUMBER OF DAYS] from the date of receipt of the Contractor's invoice by UNICEF.]

5. Liquidated Damages. In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of the Contract, UNICEF may claim liquidated damages from the Contractor and, at UNICEF's option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract.

6. Special Terms and Conditions. The additional Special Terms and Conditions (if any) specified below will apply to this Contract. These additional Special Terms and Conditions will not apply to any other Contract or contractual relationship between the Parties unless expressly agreed to in writing.

[See Guidance Note for examples of special conditions and insert as applicable]