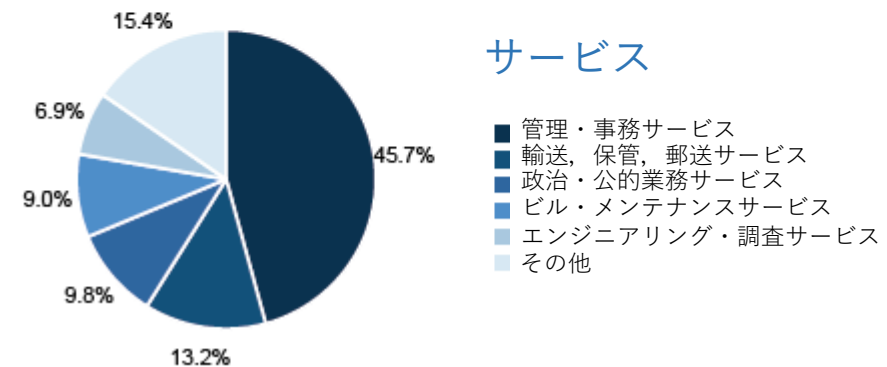
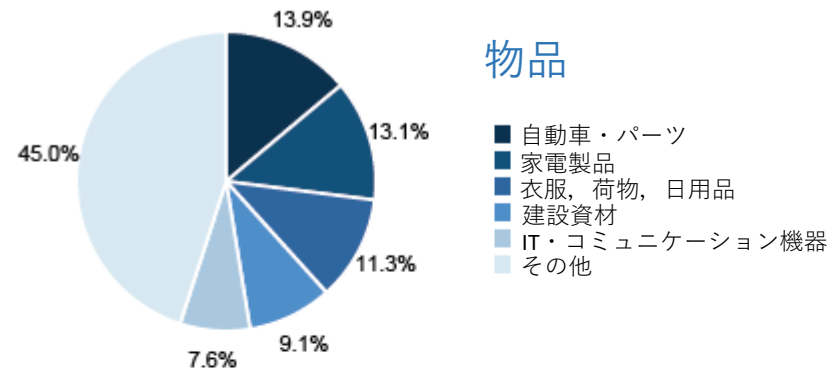


国連難民 高等弁務官事務所 UNHCR

UNHCRは、①難民に対する国際的保護の付与、②難民・国内避難民等に対する水、食料、住居、教育等の生活支援を提供するとともに、③難民の自発的帰還、現地定住もしくは第三国定住等による恒久的解決を図ることを目的として、138か国・地域で活動している。駐日事務所あり。

調達物品と調達サービスの分類



出典：2017 Annual Statistical Report on United Nations Procurement

関連リンク（英語）

- Doing business with UNHCR
<https://www.unhcr.org/admin/sts/3b9203194/business-unhcr-2015.html>

国連難民 高等弁務官事務所 UNHCR

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その他関心のある物品・サービス

- Audit service
- Cash Based Intervention and related financial services
- Inspection services
- Insurance services
- IT and Telecommunications equipment and related services
- Consultancy services
- IT, Telecom equipment and services
- Supply of drugs and medical items
- Printing services
- SAT Communication services
- Freight forwarding services
- Core Relief Items
- Generators
- Prefabricated houses
- Sanitary materials
- Vehicles, trucks

直近の調達予定物品・サービスの詳細

	Timing of publication	Specific goods/service	Region/country
UNHCR	Jun-19	Prefabricated Office and Accommodation	Global level
	Sep-19	Media buying services	Global Level
	Oct-19	Fundraising data analysis services	Global Level



Doing Business with UNHCR

United Nations High Commissioner for Refugees

Procurement Management and Contracting Service (PMCS)
Department of Emergency, Security and Supply DESS

UNHCR Global Service Centre
Budapest
2015



UNHCR

United Nations High Commissioner for Refugees
Haut Commissariat des Nations Unies pour les réfugiés

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DESS Budapest comprises of Procurement Management and Contracting Services (PMCS) and Supply Management and Logistics Service (SMLS). These services are responsible for global supply chain management, operational support, planning and reporting on the use of resources. This includes the procurement of goods and services to support field operations and headquarter provision of logistical support to field operations, warehouse, stockpile, and fleet and asset management. The service oversees all supply aspects of the enterprise resource planning system and supports the roll-out to the field and provides functional (supply chain management) training and support

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ANNEXES

Annex A: General Conditions for the Provision of Goods (2010 version)

Annex B: General Conditions for the Provision of Services (2010 version)

Annex C: Common Vendor Registration Form

These documents are available on the UNHCR website www.unhcr.org/supply

Why create a Doing Business with UNHCR booklet?

The objective of this document is to provide an invitation to suppliers, both large and small; to learn more about the many contracting opportunities open to them with the UNHCR Refugee Agency. UNHCR operates in more than 125 countries across the globe. The requirement for goods, services and logistical resources opens opportunities to a wide range of Vendors/Suppliers in each country. This booklet is a manual of the standardised procurement guidelines, policies, norms, rules & regulations, processes and practices of UNHCR. DESS Budapest updates this document on a regular basis to keep the interested public abreast of the developments in sourcing, procurement policy, rules and procedures.

1. INTRODUCTION

The United Nations High Commissioner for Refugees (UNHCR) is mandated by the United Nations to lead and coordinate international action for the worldwide protection of refugees and the resolution of refugee problems. UNHCR's primary objective is to safeguard the rights and ensure the well-being of refugees. Through the efforts to achieve these objectives, UNHCR endeavours that all the beneficiaries are able to exercise the right to seek asylum and find safe refuge in another state, and to return home voluntarily. By assisting refugees to return to their own country or to settle permanently in another country, UNHCR seeks lasting solutions for their plight.

The United Nations High Commissioner for Refugees provides complete protection and support to the world's refugees and similarly affected. UNHCR came into existence in 1951 with its major challenge to resettle 1.2 million European refugees left homeless in the aftermath of World War II. By the middle of 2014, the total number of refugees stood at 13 million individuals while the number of IDPs was 26 million. UNHCR ensures the well-being of the beneficiaries around the world with the main operations at the Headquarters situated in Geneva and Budapest and 455 offices country offices in 123 countries.

With this document we would like to make it easier for you to do business with our procurement branches. As in all competitive markets, you can enhance your support as a potential supplier if you have a thorough knowledge of our real demand and the conditions we ask our vendors to respect.

Role and Mandate

✓ Role

- Protect and support refugees at the request of a government or the UN itself. Assist their voluntary repatriation, local integration or resettlement to a third country.

✓ Mandate

- Provide protection for refugees and other persons of concern
- Provide assistance for refugees and other persons of concern

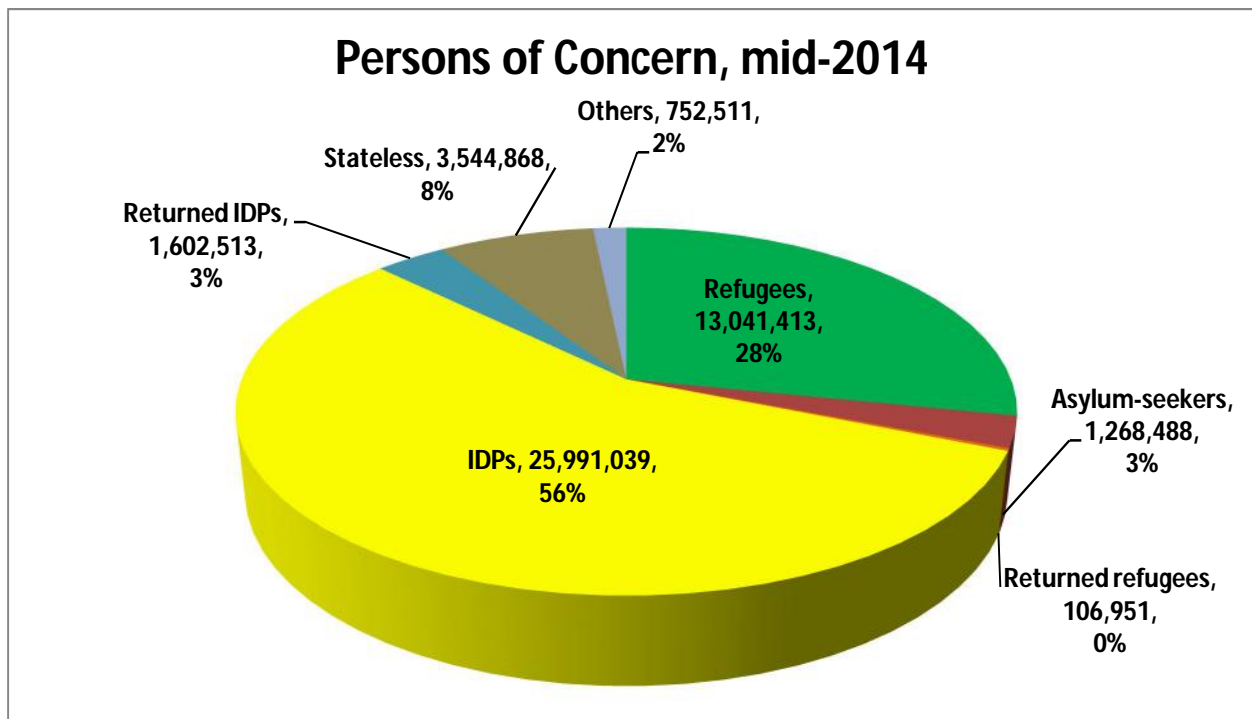
- Pursue durable solutions for their problems

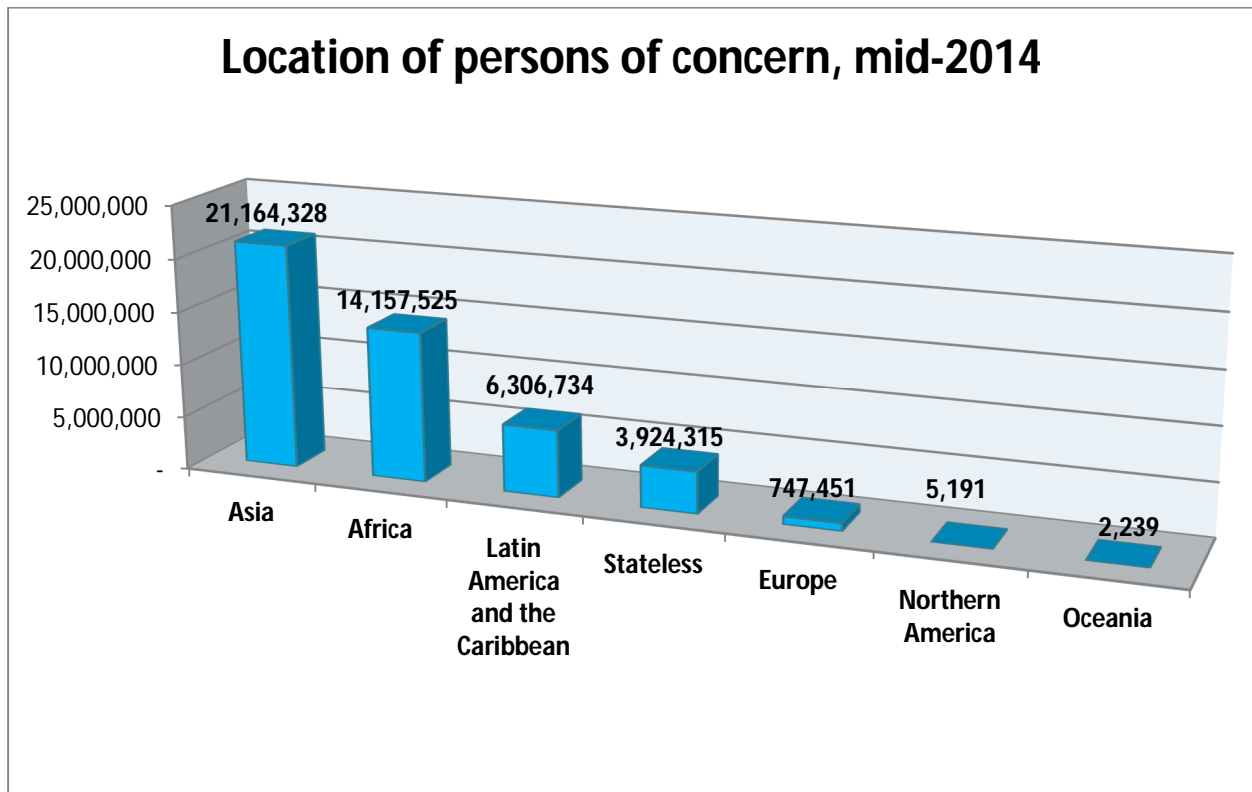
Persons of Concern

"These include refugees under the 1951 Convention, persons who have been forced to leave their countries as a result of conflict or events seriously disturbing public order, returnees, stateless persons, and, in some situations, internally displaced persons. UNHCR's authority to act on behalf of persons of concern other than refugees is based on General Assembly resolutions".

UNHCR publication Protecting Refugees: A Field Guide for NGOs, #GV.E.99.0.22, 2nd edition (Dec 2001)

TYPE AND CONCENTRATION OF THE UNHCR PERSONS OF CONCERN





Most significant operations in 2014:

Afghanistan, Chad, Democratic Republic of Congo, Iraq, Jordan, Lebanon, Mauritania, Pakistan, Philippines, Somalia, South Sudan, Sri Lanka, Sudan and Syria.

Protecting Refugees

Refugees fleeing war or persecution are often in a very vulnerable situation (e.g. because of a well-founded fear of persecution for reasons of their race, religion, nationality, political opinion, or membership in a particular social group and who cannot or do not want to return). They have no protection from their own state, indeed it is often their own government that is threatening to persecute them. If other countries do not let them in, and do not help them once they are in, then they may be condemning them to death or to an intolerable life without rights or security. In recent years, UNHCR has also been called upon to look beyond its strict mandate to provide assistance to others forced to live in refugee-like situations. Included in this category are certain groups of internally displaced people (IDP) in their own country. UNHCR also assists and monitors the reintegration of refugees who have recently returned to their own countries.

2. FINANCING

Who funds UNHCR for assistance and operations?

Major funds of the United Nations High Commissioner for Refugees are from the voluntary contributions made by the Member States and intergovernmental donors such as European Union and the United States. The total value of private, governmental and

intergovernmental contribution was 3.4 billion US\$ in 2014. UNHCR has been appealing for more and more from generous donors in the public and private sectors in recent years. The annual budget is 6.8 billion US\$ in 2015; the figure rose as the agency based its appeals on the real needs of people of concern.



The funding process

Many factors influence UNHCR funding. Every October, the UNHCR Executive Committee, a body comprising some 70 Member States, formed in 2006, reviews the programmes for the following calendar year. Programmes, however, may not be fully funded at the start of the year. The actual receipt of funds from the donors depends on national legislation and fiscal cycles. New refugee requirements may also engender funding requirements not originally foreseen. UNHCR launches special appeals throughout the year to meet emergencies as they arise. Donors may decide to earmark their contributions to meet only specific requirements of a particular programme. Thus, a programme may not be evenly funded, distorting its implementation. Finally, the material requirements of a refugee operation change constantly, depending on political developments. It is not uncommon that funds, for example, foreseen for agricultural self-sufficiency in the country of asylum are used for repatriation, if by the

time the agricultural project starts, political developments in the refugees' country of origin are such that the refugees can return home.

3. PROCUREMENT POLICY

Why procurement? Is it optimal?

The objective of UNHCR's procurement policy is to provide the beneficiaries with appropriate quality products or services at the specified time and place and at the lowest total cost. Sourcing activities in UNHCR focus on the establishment of long-term best value for money mutually beneficial commercial relations termed frame agreements, with a wide array of partners and suppliers. Underpinning these activities is the development and improvement of capacity at all levels of UNHCR to identify, initiate and execute delivery of goods and services. Time is of the essence for many of UNHCR's procurement activities.



Procurement conditions

- ✓ UNHCR does not purchase from companies engaged in the sale or manufacture, either directly or indirectly, of antipersonnel mines or any components produced primarily for the operation thereof
- ✓ UNHCR does not purchase from companies engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child
- ✓ Building on the philosophy and achievements of the UN Global Compact, UNHCR envisions a world in which the private sector plays a constructive role in finding durable solutions for people forced to flee their homes, including refugees and the internally displaced, as well as returnees.
- ✓ To achieve this, we proactively engage with corporations and foundations eager to help drive change and find innovative solutions to refugee issues. This collaboration can take many forms ranging from special events to cause-related marketing campaigns reaching millions of people.

4. FINANCIAL POLICY

What kind of rules and regulations are followed?

Whether carried out locally or internationally, all contractual arrangements are subject to the financial rules and procurement procedures established by UNHCR in line with the *Financial Regulations and Rules of the United Nations* and the *Financial Rules for Voluntary Funds Administered by the High Commissioner*.

This ensures that there is public accountability and control of financial transactions through checks and audits by internal and external bodies. Authority delegated to purchasing staff is clearly defined to enable them to act speedily in obtaining what is needed at the right time and in such a way as to obtain the best value for money in a fair and transparent manner.

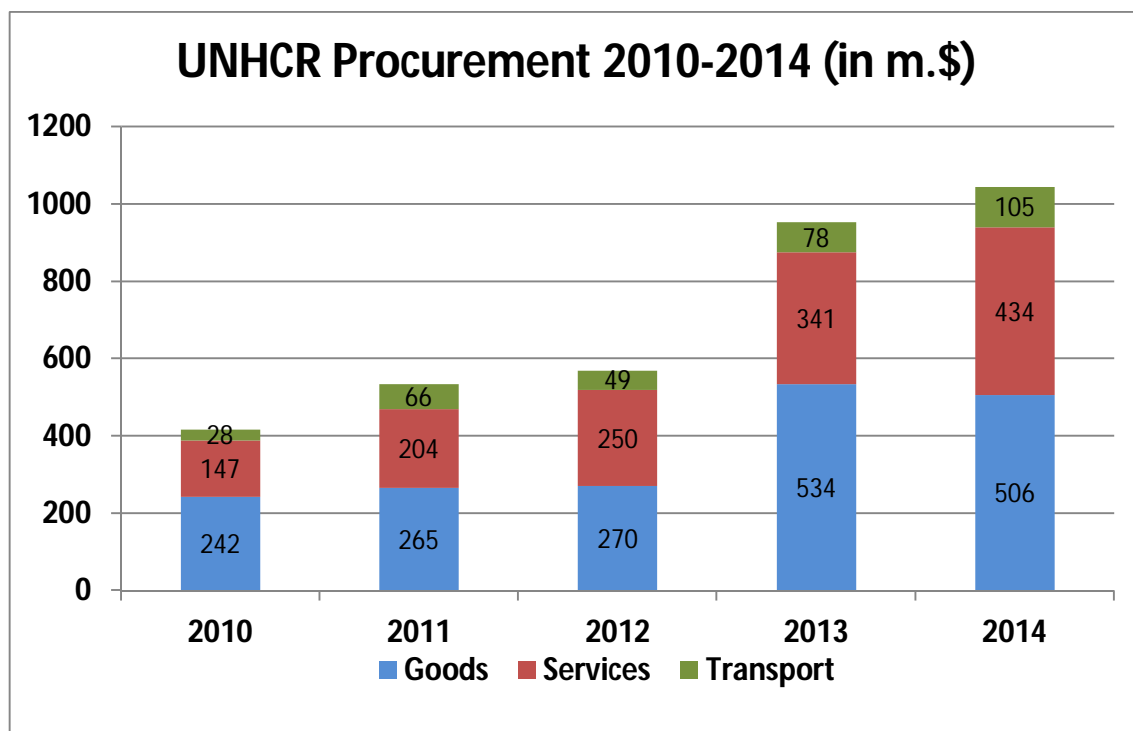
UNHCR has implemented the International Public Sector Accounting Standards (IPSAS) within the Organisation. IPSAS are therefore also fully applied in procurement operations.

5. DESS DEPARTMENT OF EMERGENCY, SECURITY AND SUPPLY

What is DESS?

The Department of Emergency, Security and Supply (DESS) is located in Geneva, Switzerland, and Budapest, Hungary. As part of the DESS structure, the Procurement Management and Contracting Service is responsible for the bulk of international procurement, as well as procuring the requirements of UNHCR Headquarters. The primary objective of the Service is the timely and cost effective sourcing and delivery of goods and services required by the organisation. It maintains updates and disseminates policies, guidelines and procedures and provides training based on Headquarters and field requirements. In support of UNHCR operations in the field, the Service provides procurement and logistics advice and support.

Procurement Volumes 2010-2014



Recent Developments

The Procurement Management and Contracting Service was established in March 2013 with the objective to enhance global procurement and provide advice to field offices on the procurement process. The Service is responsible for services and goods procurement, vendor performance and quality control. It conducts product market research, sourcing, forecasting, supplier contracts, and manages the Supply Catalogue and global frame agreements. PMCS has a strong focus on field support, providing guidance and training to improve the procurement process improvement. It also represents UNHCR in UN forums on procurement issues. The establishment of Procurement Management and Contracting Service enables an enhancement of the organizational focus upon procurement. In general, the Procurement Management and Contracting Service is responsible for:

- ✓ Identification of suppliers and sources of goods and services
- ✓ International Procurement of Goods and Services
- ✓ Product inspection and quality management in the Supply Chain

- ✓ Supplier evaluation
- ✓ Establishment of Frame Agreements for goods and services
- ✓ Provision of guidance to the field and HQ on procurement procedures
- ✓ Order monitoring and administration

6. PROCUREMENT BY UNHCR OFFICES IN THE FIELD

What approach is applied in the field?

To enable field operations to respond quickly to the identified needs and under a risk management approach, UNHCR programmes benefit from a large degree of delegated authority. All field offices are authorised to undertake local and regional procurement. This policy is instituted also in the interest of supporting developing economies. International procurement is requested only after a survey of the local and regional markets has confirmed that the products or services are not available under competitive supply conditions. Local/regional procurement represents approximately one half of UNHCR's direct procurement. UNHCR seeks to avoid excessive local purchases that would raise prices and create hardship for the local population. Implementing partners, typically non-governmental organisations also make purchases on behalf of UNHCR for the activities they are implementing. This portion represents a significant part of UNHCR's total procurement.

7. STRATEGIC PROCUREMENT ARRANGEMENTS

Strategic Planning Methods for procurement management

Although UNHCR operates on an annual budget, programmes are frequently not fully funded at the start of the year. Funds are commonly made available only near the time the material inputs are required in the field. Thus, UNHCR does not enjoy the advantages of long procurement lead times and procurement planning that is desirable under optimum conditions. Emergencies, which by definition, cannot be planned well in advance and yet require an immediate response, exacerbate this problem. One of the important goals is therefore to assure, regardless of current market conditions, that UNHCR has the capacity to respond in a timely and appropriate manner to the majority of its material requirements. In order to achieve this, UNHCR has established two working tools under a strategic risk management approach: emergency stockpiles and frame agreements.

Emergency Stockpiles

UNHCR maintains a network of 7 global stock piles that are managed out of their existing distribution centres which are strategically located around the world in Copenhagen (Denmark), Amman (Jordan), Dubai (UAE), Nairobi (Kenya), Isaka (Tanzania), Douala (Cameroon) and Accra (Ghana). UNHCR can ship core relief items from these global stockpiles to assist up to 500,000 people in 72 hours, if needed. During 2014, UNHCR has been able to assist over 15 million of people in need using all means of transportation.

The field stockpiles are selected at strategic locations close to areas of greatest need. The main items in the stockpiles are blankets, plastic sheeting, tents, kitchen sets, jerry cans and plastic rolls. The field stocks are managed by the field desks through the field supply officers who functionally report to Supply Management and Logistics Service.

While the emergency stockpiles are primarily intended to serve during emergencies, regular UNHCR programmes, when stock levels permit, may also order their requirements for direct delivery to mitigate the time constraints described previously. The global stockpiles have a target response time of 72 hours to emergencies (by air). Moreover, road transport is used as much as possible and immediate replenishment of core relief items is organized from suppliers in order to maintain the stock coverage.

UNHCR currently has regional stockpiles at the following sites:

- 1) Accra, Ghana
- 2) Isaka, Tanzania
- 3) Nairobi, Kenya
- 4) Douala, Cameroon
- 5) Copenhagen, Denmark
- 6) Dubai, UAE
- 7) Amman, Jordan

UNHCR Global Stock Management



8. FRAME AGREEMENTS

Frame agreements, the term UNHCR uses for blanket contracts (long-term agreements or system contracts), ensure rapid access to products of a stable quality at fixed terms and prices. Under these arrangements, suppliers confirm terms in their quotations and focus primarily on logistics details. The Procurement Management and Contracting Service (PMCS) concluded its first frame agreements based on open international competition in 1996. Such agreements have proved to be very successful, having considerably reduced lead times and staff resources when compared to spot purchasing.

The principal characteristics of UNHCR's Frame Agreements are:

- ✓ They are generally concluded following Open International Competition (OIC). A vendor must be registered with the United Nations Global Marketplace (UNGM) and/or UNHCR to be considered in the OIC.
- ✓ Agreements guarantee neither minimum nor maximum off-takes during the validity of the agreement and contractually bind the supplier to deliveries of certain agreed quantities, ex-stock or on production. Historical data on prior years' purchases is provided in the tender documents as indicative information on expected volumes, encouraging suppliers to offer best commercial conditions. In order to reduce stock levels, and therefore the overhead costs of operating the emergency stockpiles, more and more frame agreements will include provisions for buffer stocks ("white stock") or vendor managed inventory.
- ✓ Several Agreements may be entered for the same product or service. In the event that the primary supplier is unable to deliver within the required period, UNHCR may turn to the next supplier as an auxiliary (backup) supplier.
- ✓ Agreements are non-exclusive. UNHCR may, at its discretion, source product requirements from the market.
- ✓ During the period of an Agreement, UNHCR monitors and provides feedback to the supplier. Generally, Frame Agreements provide an opportunity for mutual learning and growth, thereby striving to achieve excellence in supply chain management.
- ✓ Frame Agreements are usually valid for one or two years and are usually renewable. For some items (i.e. technology that changes rapidly) an agreement may be valid for less than a year.

Frame agreements currently cover the supply of all or part of the requirements for: vehicles; blankets; tents, plastic tarpaulins and multipurpose plastic rolls; kitchen sets; generators; ballistic armour and blankets; collapsible jerry cans, tyres and tubes; IT and telecommunications equipment; a limited range of office equipment and supplies; essential drugs and medical supplies; inspection and other professional services; consultancy services; transport and forwarding services.

In view of the trend toward contracting major products and services under frame agreements, it is important for potential suppliers of these products to express an early and active interest in their wish to participate in the tendering process. In the coming years, frame agreements will assume an increasingly important place in UNHCR's international procurement. The Procurement Management and Contracting Service is piloting direct procurement by field offices. When fully implemented, this development will further increase the scope of their use.

9. UNHCR PROCUREMENT

WHAT WE BUY

(Examples)

■ Agriculture/Farming Products	■ Blankets	■ Buckets
■ Clothing & Footwear	■ Communication	■ Consulting
■ Construction Equipment	■ Construction Materials	■ Consumables Non-Inventory
■ Cooking Stoves	■ Educational Equipment Supplies	■ Fixed Assets (PPE)
■ Foam Mattresses	■ Food Items	■ Fuels
■ Generators	■ Household Items	■ Insurance
■ IT Equipment and Software	■ Jerry Cans	■ Kitchen Sets
■ Lease/Rental of premises	■ Medical Equipment	■ Mosquito Nets
■ Office Security	■ Personal Hygiene Supplies	■ Plasting Sheeting
■ Sanitary Supplies	■ Security Services	■ Sleeping Mats
■ Soaps	■ Tarpaulins	■ Tents
■ Trailers	■ Transport Services	■ Water Equipment and Supplies

TOP 10 items in 2014 based on value (US\$)

GOODS

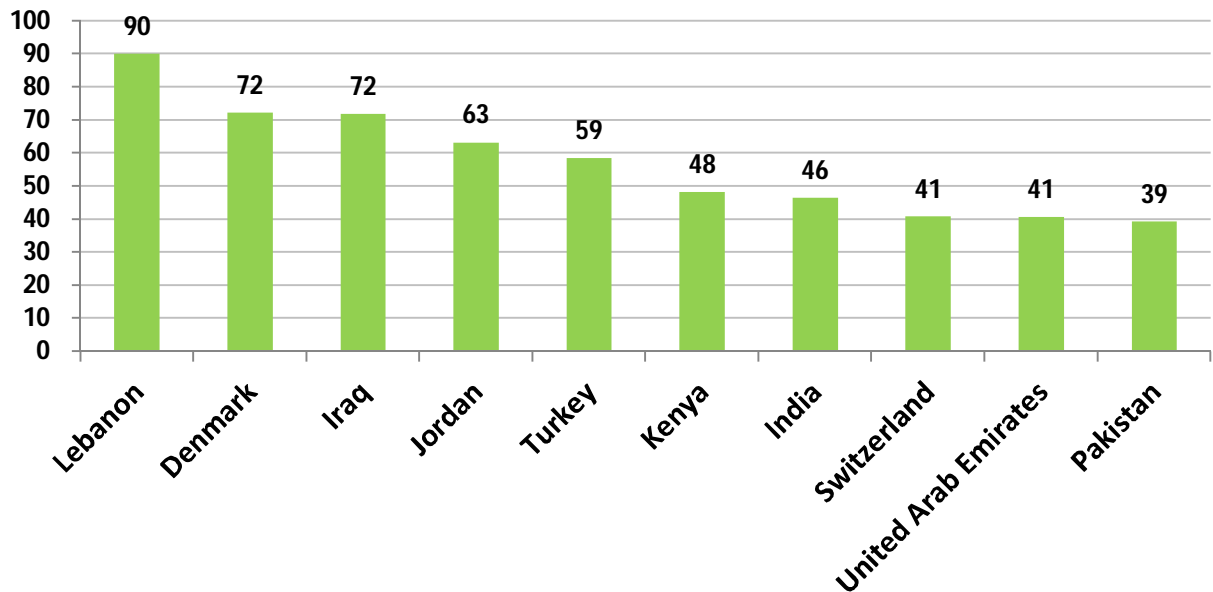
SERVICES

ITEMS	VALUE (in m.\$)	ITEMS	VALUE (in m.\$)
BLANKETS	37	TRANSPORTATION	70
MATTRESS, FOAM	36	HEALTH ADMINISTRATION	41
KITCHEN SET	30	LEASE/RENTAL OF PROPERTY/BUILD	28
FUEL, DIESEL	28	OFFICE SECURITY SERVICES	22
FAMILY TENT	25	UN JOINT ADMIN CONTRIBUTIONS	15
WINTER CLOTHING	25	ELECTRICITY	13
PLASTIC TARPULINS	24	MASS COMMUNICATION SERVICES	10
HYGIENE PARCEL	15	MEDIA CAMPAIGN SERVICES	10
PREFABRICATED WASH UNIT	12	OFFICE CONSTRUCTION	10
REFUGEE HOUSING UNIT	12	SATELITE COMMUNICATION	9

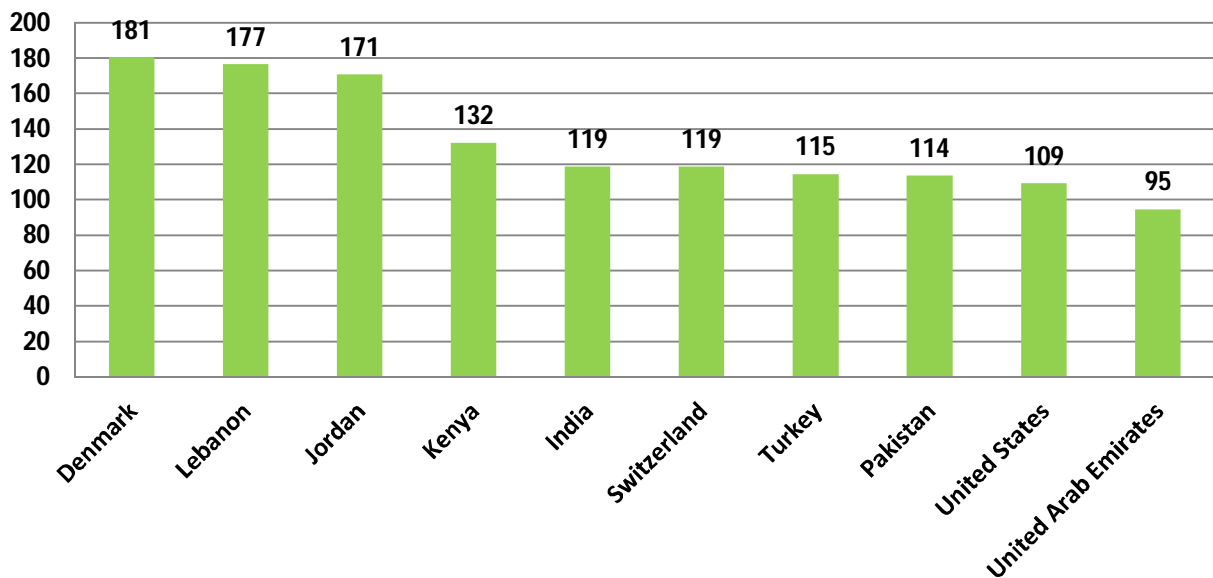
1 refugee without hope
is too many.



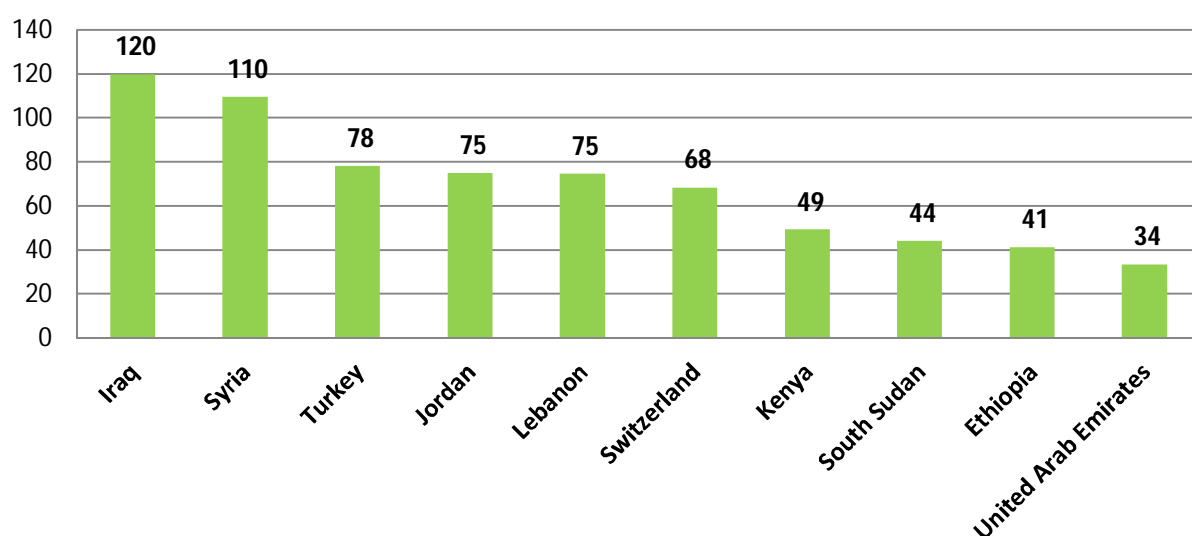
Top Vendor Countries 2014 (in Million US\$)



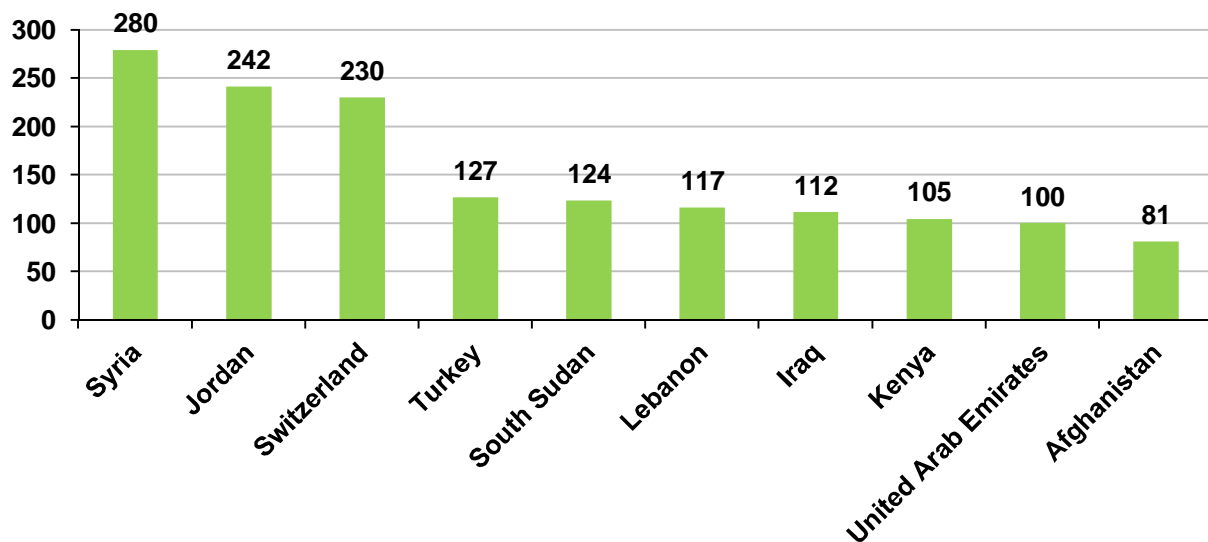
Top Vendor Countries 2012 - 2014 (in Million US\$)

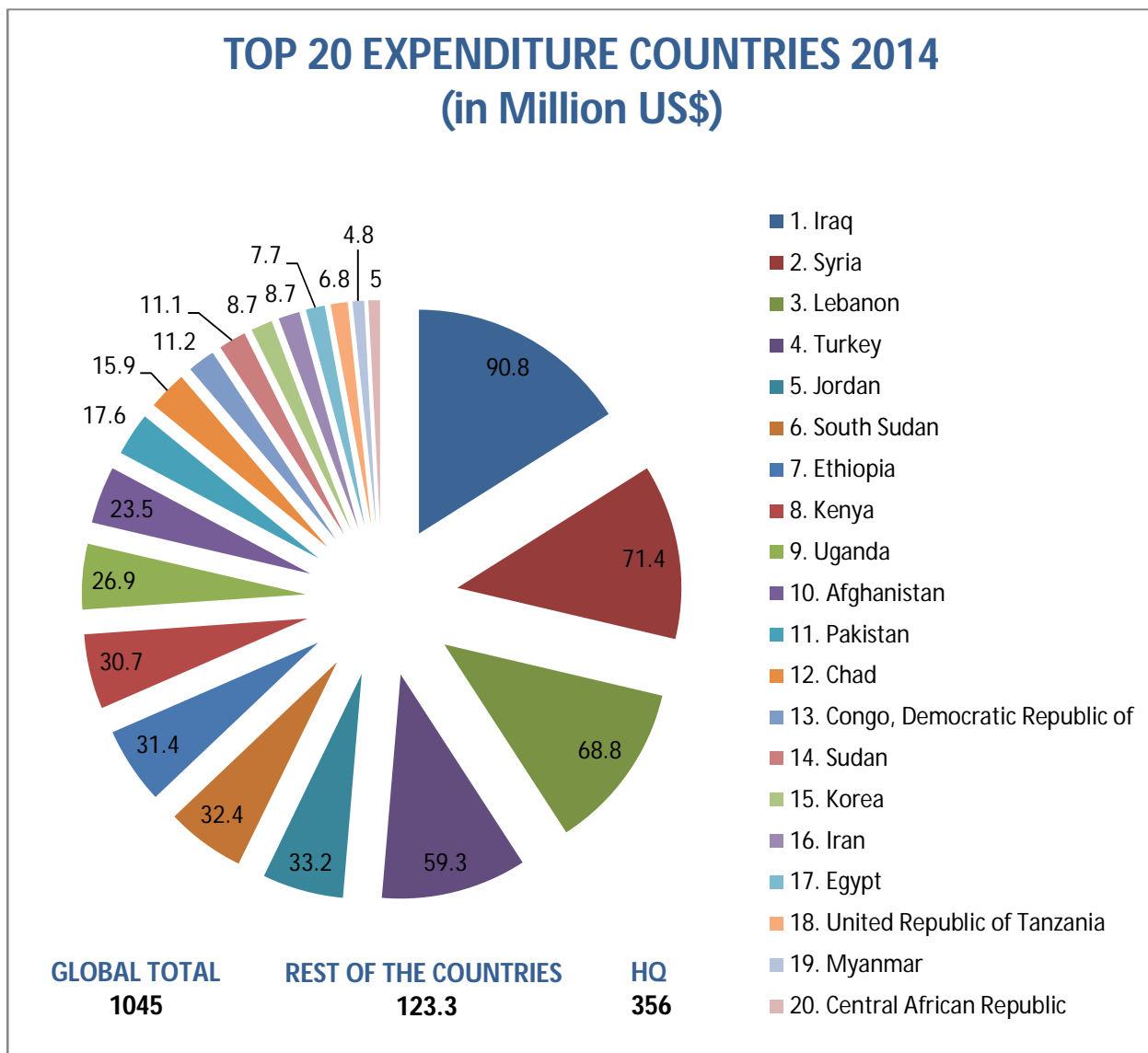


Top Recipient Countries 2014 (in Million US\$)



Top Recipient Countries 2012 - 2014 (in Million US\$)





10. TENDERING METHODS

UNHCR commonly employs the three general tendering methods described below:

(a) Open international competition (OIC)

OIC is a one step process, in which qualified providers may directly participate in UNHCR's solicitation process, without prior pre-screening (shortlisting). Providers must, however, register with the United Nations Global Marketplace or with UNHCR in order to be considered. Providers are evaluated at the time of bid submission assessment, before reviewing contents of the bid for delivering the specific requested supplies or services.

UNHCR publishes advertisements on the OIC on UNHCR's web site (www.unhcr.org/supply) and the United Nations' *Development Business* (<https://www.devbusiness.com>).

The Procurement Management and Contracting Service also notifies, by mail, the Permanent Missions to the United Nations in Geneva to enable them to inform their national vendors.

Furthermore, vendors already registered with the United Nations Global Marketplace for the requested commodity or service, receive direct notification from the Procurement Management and Contracting Service PMCS. OIC is very time consuming and UNHCR has consequently limited its application to the establishment of frame agreements.

(b) Limited International Competition (LIC)

This is a method of tendering that it is well suited to respond to the short lead times imposed by the emergency nature of most of UNHCR's procurement.

UNHCR publishes advertisements requesting vendors to express their interest on UNHCR's web site (www.unhcr.org/supply) and the United Nations' *Development Business* (<https://www.devbusiness.com>).

The Procurement Management and Contracting Service also notifies, by mail, the Permanent Missions to the United Nations in Geneva to enable them to inform their national vendors.

As a rule, UNHCR will only consider registered vendors when establishing the short list for a Request for Quotations (RFQ), an Invitation to Bid (ITB), or a Request for Proposals (RFP).

Qualification documents are sent to all vendors who have expressed their interest. The documents provide complete specifications or scope of work, including where applicable, any laboratory tests required to qualify the products. Only vendors meeting UNHCR's criteria are then eligible to participate in the subsequent tender.

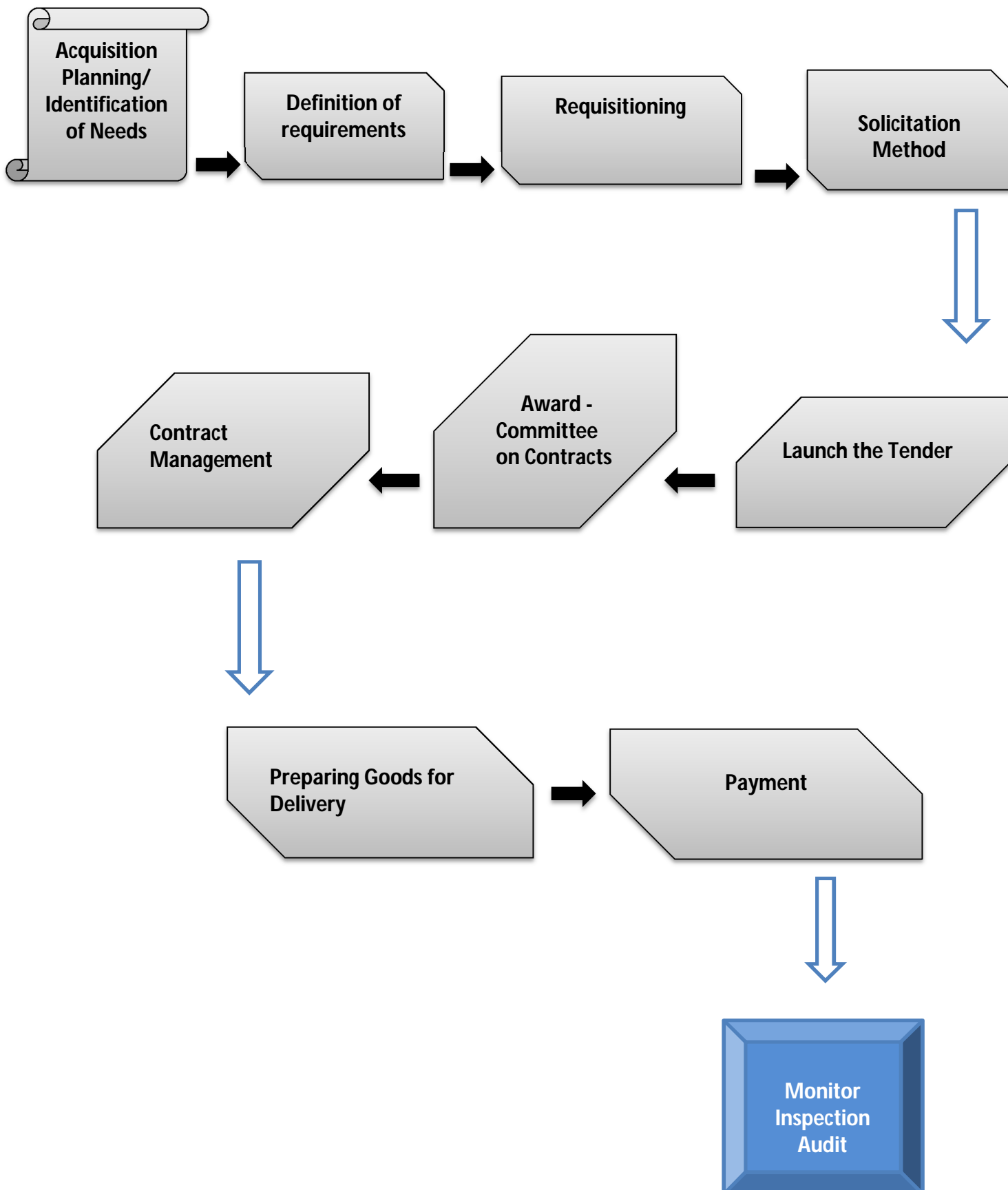
The Procurement Management and Contracting Service have established criteria for use of the vendor roster to ensure fairness, transparency and equitable geographical distribution in the selection of vendors. A list of vendors for a tender in respect of a particular product or service is created in accordance with the following criteria:

- The successful and next most competitive vendors (if any)
- Newly registered vendors
- Vendors from developing countries
- Vendors from the area of operation

(c) Local Competition

Local competition is similar to (b) above except that solicitation of offers is restricted to vendors located in the country or region of UNHCR's programme. The regional supply offices and field offices commonly employ this technique for their purchases.

UNHCR Procurement Flow



11. PURCHASE ORDERS AND SERVICES CONTRACTS

Once the successful offer for goods has been selected, a Purchase Order detailing all the terms and conditions is e-mailed to the supplier. The e-mailed Purchase Order constitutes UNHCR's official order and the supplier is expected, after confirmation of the acceptance by return, to initiate action. In the absence of the vendor's written acceptance of the Purchase Order, UNHCR will consider any action by the vendor to initiate supply or performance under the order as acceptance. All UNHCR Purchases are subject to the General Conditions for the Purchase of Goods that can be found in Annex A to this booklet. These terms are subject to periodic review without prior notice.

The procedure for procurement of services is somewhat different in that UNHCR will not consider a contract to be binding until a counter-signed original has been received at its offices. A special set of terms and conditions apply to the provision of services. These are attached as Annex B and are likewise subject to change without prior notice.

12. GLOBAL FREIGHT AGREEMENTS

The Procurement Management and Contracting Service have concluded Global Freight Agreements that govern most of the transport arrangements from vendors and from the UNHCR stockpiles to the final destination. The goods sent by air from HQ are handled through frame agreements with two global freighting companies. UNHCR now takes the responsibility for most shipments on a Free Carrier (FCA) or Free on Board (FOB) Incoterms 2010 basis. Prior to the Global Freight Agreement (GFA), the Service awarded most contracts on Carriage Paid To (CPT) or Cost and Freight (CFR) Incoterms. The agreement thus greatly reduces the supplier's contractual responsibilities and financial exposure.

UNHCR's objective with regard to the Global Freight Agreement is to provide a cost-effective and efficient service to UNHCR operations in the field, while taking advantage of economies of scale and ensuring control and co-ordination throughout the complete supply chain. All shipping information is centralised through a comprehensive Electronic Data Interchange (EDI) system and is distributed directly to the relevant offices. The agreement, however, is non-exclusive. Vendors may still be requested to quote freight costs for specific situations where they can arrange transport more competitively or securely.

To standardise and thereby mitigate the possibility of misunderstanding and subsequent dispute, all UNHCR Purchase orders are based on Incoterms 2010. Incoterms 2010 is available from the local office of the International Chamber of Commerce (ICC) or on the ICC website:

<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

13. PACKING

Goods frequently have to be delivered to some of the most remote parts of the world. Transporting goods to these areas requires sturdy packing to safeguard the goods as they arrive at inadequately equipped ports and proceed to refugee sites by various means such as rail, truck, barge, etc. The transport infrastructure in many areas where UNHCR operates is often rudimentary. It is important for vendors to take particular note that although the goods that leave their premises may initially be shipped by air or in sea containers and be palletised, the final transport legs may involve considerably less secure means and less sophisticated handling equipment. Packaging, therefore, has to take into account all the transport legs up to final destination. Particularly in new refugee situations where mechanical handling equipment is not always available, packing dimensions have to be suitable for manual handling at transshipment and final distribution points. Packing must additionally be designed to protect goods from extreme temperatures and humidity. Suppliers are encouraged to make recommendations to improve the packing specifications and handling options.

14. INSPECTION OF GOODS

In order to protect UNHCR from the risk of non-conforming goods or quantities being shipped to a distant place where they run the risk of being rejected, UNHCR may appoint an independent superintendent company to inspect an order.

Inspection must be completed within the delivery period stated in the Purchase Order.

The inspection is carried out at UNHCR's expense during production, prior to dispatch or on arrival. If however, an inspection has to be repeated due to the vendor's default, the cost of the second and any subsequent inspections for the same purchase order (or lot, if it is a partial inspection) will be charged directly to the vendor by the inspection company.

Pre-shipment inspection is at UNHCR's discretion and shall not otherwise affect UNHCR's right to final inspection and acceptance of all items after delivery. It does not prejudice any legal or equitable remedies that may be available to UNHCR as a result of the seller's performance under the order. By accepting the purchase order, the seller is presumed to have accepted inspection of the goods prior to delivery as UNHCR may require. It is emphasised that inspection prior to shipment does not relieve the seller from contractual obligations.

15. DELIVERY AND SHIPPING ADVICE

In virtually all UNHCR contracts, "time is of the essence." Vendors are expected to adhere strictly to delivery times stipulated in the contract. The breach of this vital condition entitles UNHCR to repudiate the contract. UNHCR reserves the right to deduct liquidated damages from the vendor's invoice for late delivery. The proceeds may then be applied to securing air transport in place of the less costly road, rail or sea shipment. The details of the liquidated damage clause are advised at the



time of procurement solicitation and included in the UNHCR General Conditions for the Purchase of Goods and General Conditions for Provision of Services.

Suppliers of CPT or CFR orders are requested to provide timely and full shipping details to consignees and PMCS using the "Shipping Details Form" mailed with the Purchase Order confirmation. Shipments arranged by the UNHCR Forwarder will be advised to the consignee and the Procurement Management and Contracting Service by the Forwarder. It remains the responsibility of the vendor, however, to co-operate and co-ordinate delivery, in accordance with the terms of the contract, with the Forwarder.

16. HEADQUARTERS PROCUREMENT

The Procurement Management and Contracting Service attached to UNHCR Headquarters is responsible for procurement of the goods and services required by the UNHCR Headquarters Offices. In addition to the normal requirements such as stationery and office supplies, most IT and telecommunications equipment is delivered to Geneva for checking and configuring prior to delivery to the field. The policy is to make these purchases on a Delivered Duty Paid (DDP) basis, with customs clearance and house delivery charges included. The supplier remains fully responsible for the shipment until UNHCR acknowledges receipt in good order and condition. The receipt, thus endorsed, must accompany the invoice.

17. TAX EXEMPTION

Goods and services purchased by UNHCR are normally free of V.A.T. in the producing country and exempt from all import taxes and customs duties in the destination country. In rare cases, however, recipient governments may levy taxes and customs duties. In those instances, UNHCR expects the vendor to reflect such costs in its offer, as stipulated in the tendering documents.

Under its Host Agreement and its regulation on privileges and immunities, UNHCR is exempt from duties on its official imports into Switzerland. The Swiss customs exemption form, Form 1460, must therefore accompany shipments. This is normally obtained by the vendor's local forwarding agent from the Purchase and Transport Section of the United Nations Office in Geneva.

Purchases of goods and services from vendors domiciled in Switzerland are likewise exempt from Value Added Tax (VAT). Form A/01 will be provided with the initial purchase order to a Swiss supplier, justifying the tax-exempt status of UNHCR. The form is valid for five years. The vendor should therefore maintain it on file.

18. WARRANTIES

UNHCR requires the seller to warrant that all items furnished under a purchase order are new and unused. The seller further warrants that all the items shall conform fully to all the requirements of the order, and that approved samples, if any, be fit for the purpose intended and be free from defects in material, workmanship and/or design.

19. UNHCR PROCUREMENT ETHICS

In all its procurement processes, UNHCR places great emphasis on respect for procurement ethics. This means consistent and systematic realization of principles such as transparency, fairness, integrity, due diligence, confidentiality, absence of conflict of interest, respect for rules and regulations. In this regard UNHCR has also established a Code of Conduct to be respected by staff.

Moreover, UNHCR adheres to a set of specific ethics policies: To ensure public sector transparency and prevent corruption, UNHCR requires contractors to confirm that officials shall not benefit from contracts or their award. UNHCR furthermore supports an international ban on anti-personnel mines. UNHCR shall not buy products from companies that sell or manufacture anti-personnel mines or components produced primarily for their operation. UNHCR also subscribes to the Convention on the Rights of the Child, in particular its provisions on child labour. Lastly, UNHCR applies strict standards on preventing sexual exploitation. Clauses in respect of all mentioned issues are included in UNHCR's general conditions of contract found in annexes A and B of this document.

20. SETTLEMENT OF DISPUTES AND ARBITRATION

The policy of UNHCR is to achieve an amicable solution to any disputes with its vendors. Notwithstanding, any dispute arising out of the interpretation of the terms of contract signed between UNHCR and a vendor/contractor shall, unless settled by direct negotiations, be referred to arbitration, usually in accordance with the rules of the United Nations Commission on International Trade Law (UNCITRAL). UNHCR and the vendor accept in advance to be bound by any arbitration award, rendered in

accordance with the agreed procedures and the general principles of international commercial law, as the final adjudication of any such dispute.

21. PAYMENTS

UNHCR's normal terms are payment by bank transfer within thirty days of receipt of the documents named in the purchase order in good order in Budapest. UNHCR may consider shorter periods against early payment discounts. UNHCR does not entertain requests for Letters of Credit, advance payment or assignment of payments to third parties.

The supplier's banking details that are entered into the UNHCR database are shared with the Treasury that is responsible for effecting payment instructions. It is therefore extremely important that this information, as indeed, all the supplier's details, are kept up to date. Purchase Orders and Service Contracts state to which account payment will be made. Vendors should ensure that this information is still current and request their accounts section to confirm any necessary amendments in writing to the Procurement section.

22. BUSINESS GIFTS AND HOSPITALITY

UNHCR has a "zero tolerance" policy and does not accept any type of gift or any offer of hospitality. UNHCR will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. UNHCR expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UNHCR staff member in order to facilitate the suppliers' business with the UNHCR.

23. CODE OF CONDUCT

UNHCR's capacity to ensure the protection and assistance to refugees and other persons of concern depends on the ability of its staff to uphold and promote the highest standards of ethical and professional conduct. The staff members of UNHCR are personally and collectively responsible for maintaining these standards. Managers have a particular responsibility to uphold these standards, to set a good example, and to create a working environment that supports and empowers staff.

It is recognised that UNHCR's work often puts its staff in positions of power in relation to its beneficiaries. Staff has exceptional responsibilities, accountability to different stakeholders and an obligation not to abuse this power.

The UN Supplier Code of Conduct is available on the UNHCR website:

<http://www.unhcr.org/4dccebd89.html>

24. SUSTAINABLE PROCUREMENT

UNHCR makes a concerted effort to ensure that funds are spent in as environmentally friendly a manner as possible. UNHCR's Sustainable Procurement Policy requires purchasing products and services that minimize any negative impact on the environment. Sustainable Procurement (SP) is the incorporation of sustainable development principles into procurement, integrating into the process requirements, specifications, and criteria that favour and are compatible with protection of the environment. It implies taking social and environmental considerations into account when buying products and services; supporting social progress and economic development by seeking resource efficiency; monitoring the consumption and use of products; incorporating recipient/client feedback; periodically evaluating planning against actual implementation; reporting, self-evaluation; improving the quality of products and services; and ultimately optimizing costs.

The PMCS staff requests vendors to provide pertinent information on the environmental impact of their products with their offers. Environmental considerations will not necessarily be the over-riding factor in adjudication. For example, in an emergency, securing delivery may have to take precedence over all other factors. UNHCR also recognises that markets in different regions do not always provide access to more environmentally friendly alternatives at acceptable prices or delivery times. Care will therefore be exercised to ensure that the application of this policy does not systematically discriminate against markets that operate under less stringent environmental regulations. All offers are considered, but where two are substantially the same, environmental factors may be decisive in awarding the contract.



25. THE INTERNATIONAL NATURE OF UNHCR BUSINESS

The global extent of the activities of the United Nations High Commissioner for Refugees presents opportunities for firms and organisations to receive international exposure and resultant recognition that may lead to increased business. Acknowledging this fact and also taking into consideration UNHCR's unique humanitarian role, suppliers of equipment and professional services often grant preferential prices.

26. HOW TO APPLY FOR REGISTRATION WITH UNHCR AND THE UNITED NATIONS GLOBAL MARKETPLACE (UNGM)

Vendors, who want to apply for registration, as a potential vendor to UNHCR should fill out and submit, to UNHCR Geneva, the form in Annex C together with a copy of the latest financial statement. Incomplete submissions cannot be taken into consideration.

UNHCR will also consult the United Nations Global Marketplace (UNGM) to retrieve potential vendors. This database is the collaborative effort of several UN organisations, including UNHCR and the other major buyers, to develop and maintain a UN wide database of active and potential vendors.

The United Nations, including its many affiliated organisations, represents a global market of over US\$ 10 billion annually for all types of goods and services. The UN Global Marketplace acts as a single window, through which the business community may register with the UN system providing an excellent avenue to introduce vendor goods and services to many UN organisations, countries and regions. The database facilitates the interchange of vendor information within the UN system and acts as an important procurement tool to shortlist vendors for competitive bidding

The following organisations in the UN system are users of the UNGM:

- IAEA - International Atomic Energy Agency
- ILO - International Labour Organisation
- ITC - International Trade Centre
- UNDP - United Nations Development Programme
- UNFPA - United Nations Population Fund
- UNHCR - United Nations High Commissioner for Refugees
- UNICEF - United Nations Children's Fund
- UNIDO - United Nations Industrial Development Organization
- UNOPS - United Nations Office for Project Services
- UNPD – United Nations Procurement Division
- UNRWA - United Nations Relief and Works Agency
- WFP - World Food Programme
- WIPO - World Intellectual Property Organisation

Future developments under consideration include a wide range of capabilities, varying from links to supplier websites to generation of procurement statistics. Inter-agency co-operation in the UNGM provides a channel for improved communication between organisations in the UN System, and between the UN system and its

suppliers and donor countries. Access to the UNGM is available to organisations in the UN system and the World Bank.

Suppliers who want to register in the UNGM and thereby also with UNHCR should contact the Secretariat in Copenhagen: Midtermolen 3, P.O. Box 2530, 2100 Copenhagen E, Denmark. Phone: +45.35.46.70.05, E-mail: registry@ungm.org

Suppliers will also find the required information under the following Internet address: www.ungm.org. An application is also available on-line for you to register as a vendor in the database.

ANNEXES

**Annex A: General Conditions for the Provision of Goods
(January 2010)**

**Annex B: General Conditions for Provision of Services
(January 2010)**

Annex C: Common Vendor Registration Form

Annex A: General Conditions for the Provision of Goods (2010 version)

1. LEGAL STATUS OF THE PARTIES:

The United Nations Office of the High Commissioner for Refugees (“UNHCR”) 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, UNHCR, as a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNHCR, 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 UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. 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 UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.

3. ASSIGNMENT:

3.1 Except as provided in Article 3.2, 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 UNHCR. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNHCR. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of UNHCR. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNHCR. 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor’s operations, *provided that* 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*, 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor’s assets or ownership interests; *and*, 3.2.3 the Contractor promptly notifies UNHCR about such assignment or transfer at the earliest opportunity; *and*, 3.2.4 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 UNHCR following the assignment or transfer.

4. 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 UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor’s removal from UNHCR 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.

5. 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 UNHCR. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

6. PURCHASE OF GOODS:

The following conditions shall apply:

6.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and UNHCR shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to UNHCR such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to UNHCR in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by UNHCR.

6.2 INSPECTION OF THE GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify UNHCR when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNHCR or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNHCR or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

6.3 PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNHCR as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

6.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any “INCOTERM” or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNHCR receives all necessary transport documents in a timely manner so as to enable UNHCR to take delivery of the goods in accordance with the requirements of the Contract.

6.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNHCR stated in or arising under the Contract, the Contractor warrants and represents that:

6.5.1 The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship; 6.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide UNHCR with the benefit of all manufacturers’ warranties in addition to any other warranties required to be provided under the Contract;

6.5.3 The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

6.5.4 The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

6.5.5 The goods are new and unused;

6.5.6 All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by UNHCR in accordance with the Contract;

6.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNHCR that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse UNHCR for the purchase price paid for the defective goods; and,

6.5.8 The Contractor shall remain responsive to the needs of UNHCR for any services that may be required in connection with any of the Contractor's warranties under the Contract.

6.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNHCR be required to accept any goods that do not conform to the specifications or requirements of the Contract. UNHCR may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNHCR be obligated to accept any goods unless and until UNHCR has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that UNHCR shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until UNHCR in fact provides such written acceptance. In no case shall payment by UNHCR in and of itself constitute acceptance of the goods.

6.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNHCR under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNHCR, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from UNHCR of such rejection or refusal to accept the goods, the Contractor shall, in sole option of UNHCR:

6.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by UNHCR; *or*,

6.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; *or*,

6.7.3 replace the goods with goods of equal or better quality; *and*,

6.7.4 pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to UNHCR.

6.8 In the event that UNHCR elects to return any of the goods for the reasons specified in Article 6.7, above, UNHCR may procure the goods from another source. In addition to any other rights or remedies available to UNHCR under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNHCR shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.

6.9 TITLE: The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to UNHCR upon delivery of the goods and their acceptance by UNHCR in accordance with the requirements of the Contract.

6.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNHCR under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNHCR, UNHCR shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any

Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly inform UNHCR in writing and consult with UNHCR to enable UNHCR to take appropriate measures to resolve the matter.

7. INDEMNIFICATION:

7.1 The Contractor shall indemnify, defend, and hold and save harmless, UNHCR, 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 UNHCR, 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 UNHCR of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNHCR 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 UNHCR 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 UNHCR or another party acting under the direction of UNHCR 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 UNHCR 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 UNHCR 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 UNHCR or any matter relating thereto, which only UNHCR itself is authorized to assert and maintain. UNHCR 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 UNHCR of any goods, property or services provided or licensed to UNHCR 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 UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;

7.5.2 replace or modify the goods or services provided to UNHCR, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*, 7.5.3 refund to UNHCR the full price paid by UNHCR 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 UNHCR promptly for all loss, destruction, or damage to the property of UNHCR 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 UNHCR 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 UNHCR 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 UNHCR, 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 UNHCR 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 UNHCR;

8.5.3 provide that UNHCR 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 UNHCR.

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 UNHCR 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 UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR 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 UNHCR 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 UNHCR.

10. EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:

Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to

UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, 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 UNHCR 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, UNHCR 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 UNHCR 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 UNHCR.

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, UNHCR does not and shall not claim any ownership interest thereto, and the Contractor grants to UNHCR 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 UNHCR, 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 UNHCR 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 UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials on completion of work under the Contract.

12. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR OF UNHCR:

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 or UNHCR, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR.

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")¹, shall be held in

1 Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.

confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such Information 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 UNHCR, 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 UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR 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 UNHCR 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 (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) 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, UNHCR 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, UNHCR 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 UNHCR is engaged in, preparing to engage in, or disengaging from any 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 UNHCR may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNHCR applicable to the performance of the Contract or the funding of UNHCR 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, UNHCR 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 UNHCR, the Contractor shall, except as may be directed by UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR has or may be reasonably expected to acquire an interest.

15.4 In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR 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 UNHCR or prior to the Contractor’s tendering of notice of termination to UNHCR.

15.5 UNHCR 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 UNHCR 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 UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR 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 UNHCR of the occurrence of any of the events specified in Article 15.5, above, and shall provide UNHCR with any information pertinent thereto.

15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of UNHCR 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, UNHCR shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNHCR 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 of Protection”) and Article 32 (“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 or of UNHCR (as a subsidiary organ of the United Nations).

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 UNHCR as one of 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 UNHCR from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.

20.2 The Contractor authorizes UNHCR to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNHCR before the payment thereof and UNHCR 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 UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNHCR shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNHCR 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 UNHCR, as such obligations are set forth in vendor registration procedures.

22. MODIFICATIONS:

22.1 The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR 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 UNHCR unless provided by a valid written amendment to the Contract signed by the Contractor and the Director of the Division for Emergency and Supply Management 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 UNHCR nor in any way shall constitute an agreement by UNHCR 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 UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR 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. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.

23.2 The Contractor acknowledges and agrees that, from time to time, UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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.

28. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR:

The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, at no cost to UNHCR.

29. PAYMENT INSTRUCTIONS:

UNHCR shall, on the fulfilment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of UNHCR. Documents are to be sent to the address indicated in the Contract or purchase order.

1. LEGAL STATUS OF THE PARTIES:

The United Nations Office of the High Commissioner for Refugees (“UNHCR”) 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, UNHCR, as a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes. 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNHCR, 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 UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. 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 UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.

3. RESPONSIBILITY FOR EMPLOYEES:

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 UNHCR, 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 UNHCR:

3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNHCR 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 UNHCR prior to such personnel’s performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, UNHCR has reviewed the qualifications of such Contractor’s personnel, UNHCR 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 UNHCR 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 UNHCR, 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR shall:

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

3.6.2 when within UNHCR premises or on UNHCR property, display such identification as may be approved and furnished by UNHCR 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 UNHCR for cancellation.

3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any UNHCR 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 UNHCR about the particulars of the charges then known and shall continue to inform UNHCR 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 UNHCR premises or on UNHCR property shall be confined to areas authorized or approved by UNHCR. 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 UNHCR premises or on UNHCR property without appropriate authorization from UNHCR.

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

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 UNHCR 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 UNHCR 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 UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor's removal from UNHCR 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 UNHCR. 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, UNHCR, 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 UNHCR, 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 UNHCR of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNHCR 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 UNHCR 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 UNHCR or another party acting under the direction of UNHCR 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 UNHCR 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 UNHCR 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 UNHCR or any matter relating thereto, which only UNHCR itself is authorized to assert and maintain. UNHCR 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 UNHCR of any goods, property or services provided or licensed to UNHCR 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 UNHCR the unrestricted right to continue using such goods or services provided to UNHCR;

7.5.2 replace or modify the goods or services provided to UNHCR, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

7.5.3 refund to UNHCR the full price paid by UNHCR 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 UNHCR promptly for all loss, destruction, or damage to the property of UNHCR 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 UNHCR 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 UNHCR 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 UNHCR, 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 UNHCR 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 UNHCR;

8.5.3 provide that UNHCR 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 UNHCR.

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 UNHCR 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 UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR 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 UNHCR 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 UNHCR.

10. EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR:

Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, 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 UNHCR 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, UNHCR 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 UNHCR 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 UNHCR.

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, UNHCR does not and shall not claim any ownership interest thereto, and the Contractor grants to UNHCR 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 UNHCR, 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 UNHCR 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 UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials on completion of work under the Contract.

12. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS OR OF UNHCR:

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 or UNHCR, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR.

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 ("Recipient") of such Information 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 UNHCR, 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 UNHCR, the Contractor will give UNHCR sufficient prior notice of a request for the disclosure of Information in order to allow UNHCR 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 UNHCR 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.

1 Information and data that is considered by UNHCR as proprietary and confidential includes, but is not limited to, data pertaining to refugees and persons of concern to UNHCR.

13.5 The Recipient shall not be precluded from disclosing Information that is (i) obtained by the Recipient without restriction from a third party who is not in breach of any obligation as to confidentiality to the owner of such Information or any other person, or (ii) disclosed by the Discloser to a third party without any obligation of confidentiality, or (iii) previously known by the Recipient, or (iv) 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, UNHCR 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, UNHCR 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 UNHCR is engaged in, preparing to engage in, or disengaging from any 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 UNHCR may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNHCR applicable to the performance of the Contract or the funding of UNHCR 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, UNHCR 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 UNHCR, the Contractor shall, except as may be directed by UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR has or may be reasonably expected to acquire an interest.

15.4 In the event of any termination of the Contract, UNHCR shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNHCR shall not be liable to pay the Contractor except for those goods delivered and services provided to UNHCR 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 UNHCR or prior to the Contractor's tendering of notice of termination to UNHCR.

15.5 UNHCR 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 UNHCR 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 UNHCR for all damages and costs, including, but not limited to, all costs incurred by UNHCR 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 UNHCR of the occurrence of any of the events specified in Article 15.5, above, and shall provide UNHCR with any information pertinent thereto.

15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of UNHCR 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, UNHCR shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNHCR 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 of Protection”) and Article 32 (“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 or of UNHCR (as a subsidiary organ of the United Nations).

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 UNHCR as one of 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 UNHCR from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.

20.2 The Contractor authorizes UNHCR to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNHCR before the payment thereof and UNHCR 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 UNHCR with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNHCR shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNHCR 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 UNHCR, as such obligations are set forth in vendor registration procedures.

22. MODIFICATIONS:

22.1 The Director of the Division for Emergency and Supply Management, or such other contracting authority as UNHCR has made known to the Contractor in writing, possesses the authority to agree on behalf of UNHCR 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 UNHCR unless provided by a valid written amendment to the Contract signed by the Contractor and the Director of the Division for Emergency and Supply Management 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 UNHCR nor in any way shall constitute an agreement by UNHCR 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 UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR 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. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.

23.2 The Contractor acknowledges and agrees that, from time to time, UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 UNHCR 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 favours 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 UNHCR 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 UNHCR 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.

28. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR:

The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or

related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, at no cost to UNHCR.

29. PAYMENT INSTRUCTIONS:

UNHCR shall, on the fulfilment of the delivery terms, unless otherwise provided in the Contract or purchase order, make payment by bank transfer within thirty days of receipt of the Contractor's invoice for the goods and copies of any other documentation specified in the Contract. Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the parties, provided payment is made within the period required by such payment terms. The prices shown in the Contract or the purchase order may not be increased except by express written agreement of UNHCR. Documents are to be sent to the address

Annex C: Common Vendor Registration Form



UNHCR VENDOR REGISTRATION FORM – (Rev. Feb 10)

Section 1: Company Details and General Information

1. Name of Company: <input type="text"/>	
2. Street Address: <input type="text"/> Postal Code: <input type="text"/> City: <input type="text"/> Country: <input type="text"/>	3. P.O. Box and Mailing Address: <input type="text"/> <input type="text"/> <input type="text"/>
4. Tel: <input type="text"/>	5. Fax: <input type="text"/>
6. Email: <input type="text"/>	7. WWW Address: <input type="text"/>
8. Contact Name and Title: <input type="text"/>	
9. Email: <input type="text"/>	
10. Parent Company (Full legal / officially registered company name): <input type="text"/>	
11. Subsidiaries, Associates - name, city, country (attach a List if necessary): <input type="text"/>	
12. International Offices/Representation (Countries where the Company has local Offices/Representation): <input type="text"/>	
13. Type of Business (Mark one only): Corporate/ Limited: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other (specify): <input type="text"/>	
14. Nature of Business: Manufacturer: <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Trader: <input type="checkbox"/> Consulting Company: <input type="checkbox"/> Other (specify): <input type="text"/>	
15. Year Established: <input type="text"/>	16. Number of Full-time Employees: <input type="text"/>
17. Licence no./State where registered: <input type="text"/>	18. VAT No./Tax I.D.: <input type="text"/>
19. Technical Documents available in: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) <input type="text"/>	
20. Working Languages: English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) <input type="text"/>	

Section 2: Banking Information

21. Bank Name: <input type="text"/>	22. Branch Name: <input type="text"/>
23. Branch Address: <input type="text"/> <input type="text"/> <input type="text"/>	24. Tel. number: <input type="text"/>
	25. Fax number: <input type="text"/>
26. Bank Account Number: <input type="text"/>	27. Account Name: <input type="text"/>
28. Account currency: <input type="text"/>	29. Swift/Bank Identifier Code (BIC): <input type="text"/>
30. International Bank Account Number (IBAN): <input type="text"/>	
31. Routing Bank details (if applicable): full details to be provided as per above	
If multiple bank accounts exist that may be relevant to UNHCR, please provide details for each account. <input type="text"/>	

Section 3: Technical Capability and Information on Goods / Services Offered

32..Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

33. For Goods only, do those offered for supply conform to National/International Quality Standards?

Yes ☐ No ☐

34. List below up to a maximum of ten (10) of your core Goods/Services offered:

Description (one Line for each Item)	National/International Quality Standard to which Item conforms

Section 4: Experience

35. Annual Value of Total Sales for the last 3 Years:

Year : USD Year : USD Year : USD

36. Annual Value of Export Sales for the last 3 Years:

Year : USD Year : USD Year : USD

37. If available, please provide a copy of the company's latest annual or audited Financial Report. Please note that the latest audited financial report may be requested in case of a contract with UNHCR.

Do you have outstanding bankruptcy, judgment or pending legal action that could impair operating as a going concern? Yes ☐ No ☐

If available, please provide Credit Rating by Dun and Bradstreet or equivalent:

38. Recent Contracts with the UN and/or other International Aid Organizations:

Organization:	Value:	Year:	Goods/Services Supplied:	Destination:
<input type="text"/>	USD <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	USD <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	USD <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	USD <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

39. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

<input type="text"/>
<input type="text"/>

Section 5: UN Global Compact Initiative

40. Is your company aware of the UN Secretary General's Global Compact initiative, which can be viewed at <http://www.unglobalcompact.org>?

Yes ☐ No ☐

If yes, have you signed up to this initiative or are you going to sign up to? Please state:

Section 6: Environment

41. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)

Yes ☐ No ☐

42. Write down the name, qualification and contact details of your company's environmental focal point.

Name: Qualification: Telephone: Email:

43. Does your organisation hold any accreditation such as ISO 14001 related to the environment?

Yes ☐ No ☐

If yes, please attach a copy.

Section 7: Anti Personnel Mines

44. By signing this VRF, potential vendor warrants and represents that neither it, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) is engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Please confirm by answering Yes or No below.

Yes ☐ No ☐

Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 8: Child Labour

45. By signing this VRF, potential vendor warrants and represents that it is not engaged in any practice inconsistent with the Rights set forth in the Convention on the Rights of Child which 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 and physical, mental, spiritual, moral or social development. Do you agree with this?

Yes ☐ No ☐

Any breach of this clause may result in the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 9: Official not to benefit

46. By signing this VRF, potential vendors confirm that they have read, understood and will comply with the UNHCR policy on the "zero tolerance" that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm.

Yes ☐ No ☐

Any breach of this clause may lead to the termination of all contracts your Company may have with UNHCR and removal from the approved vendor database.

Section 10: Others

47. Please list any Disputes your Company has been involved in with UN Organizations over the last 3 Years:

48. List any National or International Trade or Professional Organizations of which your Company is a Member.

49. Is your company already registered with the United Nations Global Marketplace (UNGM)? If so, please provide registration number.

50. Certification:

I, the undersigned, hereby accept the UNHCR General Conditions, a copy of which has been provided to me, and warrant that the information provided in this form is correct and, in the event of changes, details will be provided as soon as possible:

51. Self-Declaration: I, the undersigned, declare that:

(a) Our company is not involved in any fraudulent or corrupt activities and has not been in the past, and is not currently under any investigation for any such activities which would render our company unsuitable for business dealing with UNHCR.

(b) Our company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 (www.un.org/sc/committees/1267/consolist.html).

(c) Our company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme (www.iic-offp.org).

(d) Our company is not currently removed, invalidated or suspended by any other UN Headquarters, or Field Offices or any other UN Agencies (including the World Bank)

Name:

Signature:

Functional Title:

Date:

Please mail completed form to*:
United Nations High Commissioner for Refugees
Head of Procurement and Management Contracting Service
Ipoly utca 5a/b/c
1133 Budapest
Hungary

* Registration form to be returned to the relevant UNHCR Office

Companies that are registered with UNHCR and that have no purchase history over three years shall be inactivated. UNHCR may require new registration documentation from suppliers in case new business opportunity appears.

INSTRUCTIONS FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

Section 1:

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Provide email address of contact person.
10. Full legal name of parent company, if any.
11. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries & associates if any.
12. Please provide countries where the company has local offices or representation.
13. Please tick one box. If other; please specify.
14. Please tick one box. If other; please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
15. Indicate the year in which the organization was established under the name shown in Item 1.
16. Indicate the total number of full-time personnel in the company.
17. Provide the license number under which the company is registered, or the State where it is registered.
18. Provide the VAT number or Tax I.D. of the company.
19. Please tick the boxes for which languages the company is able to provide technical documents. Please specify other languages.
20. Please tick the boxes for which languages the company is able to work in. Please specify other languages.

Section 2:

21. Full name of bank.
22. Name of branch.
23. Address where branch is located.
24. Telephone number, including correct country and area codes.
25. Fax number, including country and area codes.
26. Number of the company account.
27. Name in which the account is held (important: this should be the company name).
28. Currency of the account.

29. Swift code for the account.

30. International Bank Account Number (IBAN).

31. Should a routing be required for international payments, please provide full details of intermediate bank(s).

Section 3:

32. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.

33. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.

34. Please list up to 10 of the core goods/services offered. For each item, list the National/International Quality Standard to which it conforms.

Section 4:

35. Provide the total annual sales for the organization for the last 3 financial years in USD.

36. Provide the total export sales for the organization for the last 3 financial years in USD.

37. Please provide a copy of your most recent annual report or audited financial report. Please tick 'yes' or 'no' to reflect whether your company has any outstanding bankruptcy, judgment or pending legal action that could impair operating as a going concern? If available, provide a rating by Dun and Bradstreet or equivalent (specify which).

38. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 5 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts may be required, e.g. copies of purchase orders.

39. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.

Section 5:

40. Please confirm if your company is aware of the UN Global Compact Initiatives – ten universally accepted principles of Human Rights, Labour, Environment and Anti-Corruption by marking Yes or No. Also, please state if you have signed up to this initiative or you intend to do so.

Section 5:

41. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.

42. Provide the name, qualification and contact details (e-mail and telephone) of your environmental focal point.

43. Please indicate if your organisation holds any accreditation such as ISO 14001 related to the environment. If so, please enclose copies of such certification.

Section 7:

44. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. Please mark yes if you are in agreement and no if otherwise.

Section 8:

45. UNHCR expects all suppliers with whom it does business with to obey with the non-engagement in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, the International Labour Organization (ILO) Minimum Age Convention or the Prohibition and Immediate Elimination of the Worst Forms of Child Labour Convention. Please mark yes if you are in agreement and no if otherwise.

Section 9:

46. Official benefits: UNHCR adopted "zero tolerance" policy that strictly prohibits the acceptance of any type of gift and/or hospitality by UN staff members participating in the procurement process. Please confirm your acceptance by answering Yes or No if otherwise.

Section 10:

47. List all disputes with UN organizations which your organization has been involved in over the last 3 years. If more space is required, please use a separate sheet.

48. Provide details of all national and international trade or professional organizations to which your company belongs.

49. UNHCR accepts UNGM-registered companies into its database, subject to submitting a hardcopy of a complete set of vendor registration form with necessary attachments. The registration number provided by UNGM should be given.

50. Please read carefully the enclosed UNHCR General Term and Conditions, as signing of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.

51. Please sign a self-declaration stating that:

- (a) Your company is not involved in any fraudulent and corrupt activities and has not been in the past, and is not currently under any investigation for such activities which would render your company unsuitable for business dealing with UNHCR.
- (b) Your company is not on, or associated with a company or individual, groups, undertakings and entities that are on the consolidated list established and maintained by the committee established by the UN Resolution No. 1267 (www.un.org/sc/committees/1267/consolist.html)
- (c) Your company is not on, or associated with a company or individual that are subject to the list of Independent Inquiry Committee into United Nations Oil-for-food programme (www.iic-offp.org)
- (d) Your company is not currently removed, invalidated or suspended by the UN Headquarters or any of its field offices or any other UN agency Headquarters or any of their field offices.