

DECLARAȚIE
privind lista principalelor livrari/prestări efectuate în ultimul an de activitate (2025)

Nr d/o	Obiectul contractului	Denumirea/numele beneficiarului/Adresa	Calitatea Furnizorului/ Prestatorului^{*)}	Prețul contractului/ valoarea bunurilor/serviciilor livrate/prestate	Perioada de livrare/prestare (luni)
1.	Achiziționarea cărți pentru învățământul tehnic	Agencia de Cooperare Internațională a Germaniei (GIZ), or. Chișinău, bd. Ștefan cel Mare și Sfânt, 73/1, centrul NBC, et.9	Contractant unic	377 151 MDL	2 luni
2.	Achiziționare cărți copii	UNICEF, or. Chișinău, str. 31 August 1989, 131	Contractant unic	3 524 148 MDL	1 lună
3.	Cărți pentru Instituțiile de educație timpurie	Ministerul Educației și Cercetării al RM	Contractant unic	430 057,37 MDL	2 luni
4.	Achiziționarea publicațiilor didactice și științifice	IP USMF "Nicolae Testemițanu" or. Chișinău, bd. Ștefan cel Mare și Sfânt, 165	Contractant unic	493 117, 91 MDL	3 luni
5.	Achiziționare cărți copii	UNICEF, or. Chișinău, str. 31 August 1989, 131	Contractant unic	1 425 983,65 MDL	1,5 luni

^{*)} Se precizează calitatea în care a participat la îndeplinirea contractului, care poate fi de: contractant unic sau lider de asociație; contractant asociat; subcontractant.

Semnat: _____
Nume: **Puscuta Serghei**
Funcția în cadrul firmei: **Director General**
Denumirea firmei: **Moldpresa Grup SRL**

**SALES CONTRACT
No. 91185830**

Mun. Chisinau 05.02.2025
SRL „Moldpresa Grup”, IDNO code 1013600038202,
represented by Serghei Puscuta, Director General,
further referred to as “Seller” on one side
and
**Deutsche Gesellschaft für Internationale
Zusammenarbeit (GIZ)**, tax code 42297012,
represented by the Head of Finance and Administration,
Andrei Zapanovici, further referred to as “Buyer”, on the
other side, both referred to as “Parties”, have concluded
this contract (further referred to as “Contract”) regarding
the following:

1. Subject of the contract

1.1 The Seller undertakes to sell, and the Buyer
undertakes to buy the goods (further referred to as
“Goods”) listed in the specification to the Contract
(Annex 1) under the terms and conditions of the
present Contract.

2. Quality of the Goods

2.1 The Goods have to be new and correspond to the
highest quality standards for this type of Goods. The
Goods must correspond to the specification
stipulated in Annex 1 to the present Contract.

3. Contract cost and payment terms

- 3.1 The prices for the Goods are stated in MDL
(Moldavian Lei) and indicated in Annex 1 to the
Contract. Prices are calculated in accordance with
the terms of delivery mentioned in Annex 1 and
accepted by international rules.
- 3.2 The Contract total cost is **377 151,00 MDL**.
- 3.3 The Contract price is exempt from VAT (Value Added
Tax) with the right of deduction, customs taxes and
fees for customs proceedings, as provided by the
Agreement between the Government of the Republic
of Moldova and the Government of the Federal
Republic of Germany dated 10.07.2014, ratified by
Law no. 58 dated 09.04.2015.
- 3.4 The Contract cost includes Goods packing, insurance
and transportation to the destination.

4. Payments

- 4.1 The payments under the present Contract shall be
made in MDL, as follows:
- 100 % (one hundred) not later than 5 working days
from the final acceptance of Goods and signing of
the acceptance document (Act of transfer);
 - the payment shall be covered in smaller
installments, if goods are being delivered in
smaller lots by the Seller.
- 4.2 The payments shall be made by the Buyer to the
account and in favor of the enterprise specified in the
Seller’s bill and in the present Contract.

5. Terms and conditions of delivery

5.1 The terms of delivery shall not exceed 60 days from

**CONTRACT DE VÎNZARE-CUMPĂRARE
Nr. 91185830**

mun. Chişinău 05.02.2025
SRL „Moldpresa Grup”, cod IDNO 1013600038202, în
persoana Serghei Puscuta, Director General, denumit în
continuare “Vanzător” pe de o parte
și
**Agenția de Cooperare Internațională a Germaniei
(GIZ)**, cod fiscal 42297012, în persoana Șefului Finanțe
și Administrație, Andrei Zapanovici, denumită în
continuare “Cumpărător” pe de o altă parte, numite în
continuare “Părți”, au încheiat prezentul Contract
(denumit în continuare “Contract”) privind următoarele:

1. Obiectul contractului

1.1 Vanzătorul se obligă să vândă, iar Cumpărătorul se
obligă să cumpere marfa (în continuare “Marfă”)
indicată în specificația la Contract (Anexa 1), cu
respectarea termenelor și condițiilor stipulate în
prezentul Contract.

2. Calitatea Mărfii

2.1 Marfa trebuie să fie nouă și să corespundă celor mai
înalte standarde ale calității prevăzute pentru
asemenea Marfă. Marfa trebuie să corespundă
specificației din Anexa 1 la prezentul Contract.

3. Costul contractului și condițiile de plată

- 3.1 Prețul Mărfii este specificat în MDL (Lei
Moldovenești), după cum este indicat în Anexa 1 la
Contract. Prețul este calculat în conformitate cu
condițiile de livrare menționate în Anexa 1 și
stipulate de regulile internaționale.
- 3.2 Prețul total al Contractului este **377 151,00 MDL**.
- 3.3 Prețul Contractului este scutit de TVA (taxa pe
valoare adăugată) cu drept de deducere, nu include
accize și taxe vamale, după cum este stipulat de
Acordul între Guvernul Republicii Moldova și
Guvernul Republicii Federative Germania privind
colaborarea tehnică din 10.07.2014 ratificat prin
Legea nr. 58 din 09.04.2015.
- 3.4 Costul Contractului include ambalarea, asigurarea și
transportarea la destinația finală.

4. Plățile

- 4.1. Plățile în baza prezentului Contract se efectuează în
MDL, după cum urmează:
- 100% (o sută) nu mai târziu de 5 zile lucrătoare
de la acceptarea finală a Mărfii și semnarea
documentului de acceptare (Act de transfer);
 - plata se va efectua în tranșe mai mici, dacă
Vanzătorul va livra bunurile în loturi mai mici.
- 4.2 Plata se efectuează de către Cumpărător la contul
bancar și pe numele organizației specificate în contul
înaintat de Vanzător și de prezentul Contract.

5. Termenele și condițiile de livrare

5.1 Termenele de livrare nu vor depăși 60 zile din data

the date of signing of the Contract.

5.2 The Goods shall be accompanied by the following documents:

- Invoice;
- Transport documents;
- Warranty;
- Act of transfer.

5.3 The Buyer undertakes to submit to the Seller the respective documents which exempt the Goods from taxes not later than 3 (three) workdays from the moment the Buyer was notified in written form by the Seller about Goods' arrival.

5.4 The final acceptance of Goods is made by the authorized representatives of the Parties.

5.5 The Goods and related documents shall be delivered to the address: Center of Excellence in Energy and Electronics – 12, Melestiu Str., Chisinau, Republic of Moldova

6. Warranty Conditions

6.1 The term of warranty for the Goods shall be 12 months.

6.2 The warranty conditions begin from the moment the Goods are delivered and the acceptance document is signed.

6.3 In the event of equipment malfunction during the warranty period appropriate information will be provided to the following location for the purpose of receiving services:

- 3, Muncesti Str. Chişinău, Durlesti
MD-2003, Republic of Moldova
Tel: +373 22 580 700;
e-mail: lstici@moldpresa.md
office@moldpresa.md

6.4 If there is no possibility to eliminate the defect of Goods, the Seller is obliged to replace defected Goods by other, corresponding to the conditions of the Contract.

6.5 All defects shall be reported in written form and listed in the Act of defected goods detection, signed by both Parties.

7. Responsibilities

7.1 In case of non-fulfillment of the terms and conditions of the present Contract by one of the Parties, the other Party has the right to refuse partly or fully its responsibilities against the Contract, notifying the other Party about that in written form.

7.2 The Buyer does not have the right to refuse the Goods already delivered under the Contract. Whether in the process of the negotiation the Parties agree on return of the money, the amount of payment under the present Contract, less the damages incurred by the Seller, shall be returned to the Buyer by the Seller as the Goods are sold to another Buyer.

7.3 In case of delay of fulfillment of obligations under the present Contract by either of the Parties, the Party responsible for delay must pay the other Party 0,002% assessed against the unfulfilled obligation for each day of delay.

semnării Contractului.

5.2 Marfa va fi însoțită de următoarele documente:

- Invoice;
- Documentele de transportare;
- Garanție;
- Act de predare-primire.

5.3 Cumpărătorul se obligă să ofere Vânzătorului documentele cu privire la scutirea Mărfii de taxe nu mai târziu de 3 (trei) zile lucrătoare din clipa înștiințării în formă scrisă a Cumpărătorului de către Vânzător despre sosirea Mărfii.

5.4 Acceptarea finală a Mărfii este efectuată de reprezentanții autorizați ai fiecărei Părți.

5.5 Marfa și documentele aferente se vor livra la adresa: Centrul de Excelență în Energie și Electronică – Str. Melestiu nr. 12, Chişinău, Republica Moldova

6. Condițiile garanției

6.1 Perioada de garanție a Mărfii este de 12 luni.

6.2 Perioada de garanție începe din clipa livrării Mărfii și a semnării actelor de acceptare.

6.3 În cazul nefuncționării echipamentului pe parcursul perioadei de garanție, informația respectivă va fi transmisă la următoarea adresă, cu scopul prestării serviciilor necesare:

- MD-2003, Republica Moldova, mun. Chişinău
or. Durlesti, str. Stefan Voda, 3
Tel: +373 22 580 700;
e-mail: lstici@moldpresa.md
office@moldpresa.md

6.4 Dacă defecțiunile detectate nu pot fi eliminate, Vânzătorul își asumă obligația să înlocuiască Marfa defectă cu alta, în conformitate cu condițiile Contractului.

6.5 Toate defecțiunile se vor raporta în scris sub forma Actului de detectare a defecțiunilor mărfii, semnat de ambele Părți.

7. Responsabilități

7.1 În cazul nerespectării termenelor și condițiilor prezentului Contract de către una din Părți, cealaltă Parte are dreptul să refuze parțial sau integral executarea responsabilităților sale contractuale, înștiințând cealaltă Parte despre hotărârea sa în formă scrisă.

7.2 Cumpărătorul nu are dreptul să refuze Marfa deja livrată în baza Contractului. Dacă, în procesul negocierilor, Părțile cad de acord asupra rambursării banilor, suma plătită în baza Contractului, minus daunele suportate de Vânzător, va fi rambursată Cumpărătorului de către Vânzător, imediat ce Marfa este vândută altui Cumpărător.

7.3 În cazul tergiversării executării obligațiilor stipulate în prezentul Contract de către una din Părți, Partea responsabilă de reținere va plăti celeilalte părți 0,002% din costul obligațiunilor neexecutate pentru fiecare zi de întârziere.

8. Claims and applicable law

- 8.1 In the case when the Buyer finds the Goods delivered not corresponding to the specification and terms of the present Contract, he has the right to raise a claim against the Seller.
- 8.2 Quality claims may be made within the entire guarantee period of the Goods stated by the present Contract.
- 8.3 Claims shall be made in written form and enclose all the necessary documents, as established. The terms of considering the claims are indicated in conformity with the legislation of the Republic of Moldova.

9. Order of settlement of disputes

- 9.1 All disputes and difference, which may arise in connection with the present Contract, shall be settled by means of negotiation between the Parties.
- 9.2 If the Parties do not come to mutual agreement during the negotiation, the disputing shall be finally settled in court, in accordance with the legislation in force of the Republic of Moldova.

10. Force Majeure

- 10.1 The Parties are released from responsibility for partial or complete non-fulfillment of their liabilities under the Contract if this non-fulfillment was caused by circumstance of Force Majeure, and namely: accidents, fire, flood, earthquake, war, the coming into effect of legal acts which directly or indirectly prohibit the activities, stated in the present Contract, thus preventing the Parties from fulfillment of their functions under the present Contract.
- 10.2 In this case, the time of fulfillment of Contract obligations is extended to a period equal to the time during which the Force Majeure lasted. If these circumstances last longer than 3 (three) months, then the Parties shall be entitled to cancel the present Contract and, in this case, neither Party shall have the right to demand any compensations for the eventual losses from the other Party.
- 10.3 The fact of beginning and cessation of the Force Majeure is to be confirmed by due documents issued by an authorized state body.

11. Termination

- 11.1 This Contract may be terminated in the following circumstances:
- By the Buyer, upon 10 (ten) days' written notice, for any lawful reason;
 - By either Party, immediately upon notice, if the other party fails to fulfill its obligations under this Contract;
 - By written mutual agreement between the Parties signed 10 (ten) days prior.

12. Other terms and conditions

- 12.1 Any alterations and amendments to the present Contract shall be valid only when made in written form and signed by authorized representatives of both Parties.

8. Reclamații și legislația aplicabilă

- 8.1 În cazul în care Cumpărătorul stabilește necorespunderea Mărfii cu specificația și termenii prezentului Contract, el are dreptul să depună o reclamație împotriva Vânzătorului.
- 8.2 Reclamațiile cu privire la calitatea Mărfii pot fi depuse pe toată durata garanției stipulate în Contract.
- 8.3 Reclamațiile se fac în scris și includ toate documentele necesare, după cum este stabilit. Termenele de evaluare ale reclamațiilor sunt stipulate de legislația Republicii Moldova.

9. Soluționarea litigiilor

- 9.1 Toate litigiile și divergențele care pot apărea în legătură cu acest Contract se vor soluționa prin negocieri între ambele Părți.
- 9.2 Dacă Părțile nu ating o înțelegere comună prin negociere, litigiul se transmite în judecată spre soluționare, în conformitate cu legislația în vigoare a Republicii Moldova.

10. Forța Majoră

- 10.1 Părțile nu duc responsabilitate pentru neexecutarea parțială sau completă a obligațiilor lor stipulate de Contract, dacă această neexecutare a fost cauzată de circumstanțele de Forță Majoră, și anume: accidente, incendiu, inundație, cutremur, război, intrarea în vigoare a actelor legale care direct sau indirect interzic îndeplinirea activităților stipulate în Contract, astfel creând piedici în onorarea obligațiilor contractuale de către Părți.
- 10.2 Astfel, termenele de executare a obligațiilor contractuale se extind pentru întreaga perioadă a condițiilor de Forță Majoră. Dacă aceste circumstanțe durează mai mult de 3 (trei) luni, Părțile au dreptul să rezilieze prezentul Contract și, ca rezultat, niciuna din Părți nu are dreptul să solicite compensarea pierderilor suportate de către cealaltă Parte.
- 10.3 Faptul începerii și încetării circumstanțelor de Forță Majoră se confirmă prin documente eliberate de instituțiile de stat autorizate.

11. Rezilierea

- 11.1 Contractul poate fi reziliat în următoarele circumstanțe:
- De către Cumpărător din motive legale, prin înaintarea unei înștiințări scrise cu 10 (zece) zile înainte;
 - De către oricare din Părți, dacă cealaltă parte nu și-a onorat obligațiile contractuale;
 - Prin acord comun semnat de ambele Părți cu 10 (zece) zile înainte.

12. Alte termene și condiții

- 12.1 Orice modificare sau amendament la prezentul Contract se consideră valabile doar dacă sunt efectuate în formă scrisă și semnate de reprezentanții autorizați ai ambelor Părți.

- 12.2 All amendments and appendices make up an integral part of the present Contract, when made in proper form.
- 12.3 The Contract comes into effect from the date of its signing by the Parties and is valid until the end of all warranty conditions, payments and conditions of the present Contract.
- 12.4 The validity terms of the Contract may be prolonged, stopped for a given period or cancelled altogether, with mutual agreement of the Parties.
- 12.5 The present Contract is made in two languages, English and Romanian. In the case of discrepancy between the two versions, Romanian version shall prevail.
- 12.6 The Contract has been made in 3 (three) copies, with each copy having equal legal force; 2 (two) copies shall be provided to the Buyer and 1 (one) to the Seller.
- 12.7 The present Contract is made up of the following documents:
- Contract;
 - Specification to the present Contract (Annex 1).

**13. Addresses and signatures of the Parties
Buyer / Cumpărător**

**Agenția de Cooperare Internațională a Germaniei
(GIZ)**

MD-2001 Chisinau, 73/1, Stefan cel Mare si Sfânt Bvd,
NBC – National Business Center, 9th floor
Tel: +373 22999254
e-mail: info@giz.de
f/code: 42297012
OTP Bank S.A.
b/code: MOBBMD22
IBAN: MD62MO2251ASV12477417100

Karin Hoerhan, Project Manager

Andrei Zapanovici, Head of Finance and Administration

- 12.2 Toate amendamentele și anexele sunt considerate parte integrală a prezentului Contract, dacă corespund cerințelor acestuia.
- 12.3 Contractul intră în vigoare din data semnării sale de către Părți, și este valabil până la sfârșitul perioadei de garanție, executării plăților și stipulărilor prezentului Contract.
- 12.4 Durata Contractului poate fi extinsă, întreruptă pentru o perioadă specifică de timp sau definitiv de comun acord a ambelor Părți.
- 12.5 Prezentul Contract a fost efectuat în două limbi, engleză și română. În cazul apariției unor divergențe în aceste versiuni, versiunea română prevalează.
- 12.6 Contractul a fost executat în 2 (două) copii, fiecare din ele cu aceeași putere legală; 1 (una) copie pentru Cumpărător și 1 (una) pentru Vanzător.
- 12.7 Prezentul Contract este alcătuit din următoarele documente:
- Contract;
 - Specificație la Contract (Anexa 1).

**13. Adresele și semnăturile Părților
Seller / Vanzător**

SRL „Moldpresa Grup”

MD-2003, Republica Moldova, mun. Chișinău
or. Durești, str. Stefan Voda, 3
Tel: +373 22 580 700;
e-mail: lstici@moldpresa.md; office@moldpresa.md
f/code: 1013600038202
BCA Energbank
b/code: ENEGMD22
IBAN: MD07EN000000222487408845

Serghei Puscuta, Director General



ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Goods), the following terms have the following meaning:

"Affiliates" means, with respect to the Supplier, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Consignee" means the consignee designated in the Contract.

"Contract" means the purchase contract that incorporates these General Terms and Conditions (Goods). It includes purchase orders issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Goods" means the goods specified in the relevant section of the Contract.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Supplier's "Personnel" means the Supplier's officials, employees, agents, individual sub-contractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, UNICEF's Policy on Safeguarding (as updated from time to time), the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF or the Consignee (if different to UNICEF) to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

Inspection

2.4 UNICEF or the Consignee (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Consignee carries out an inspection of the Goods.

Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by UNICEF to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at UNICEF's option:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;

(b) UNICEF may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;

(c) Upon UNICEF's demand, the Supplier will refund all payments (if any) made by UNICEF in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

(e) UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.

2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late delivery or non-compliant Goods.

Risk of Loss; Title to Goods

2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will 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.

2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms and acceptance of the Goods in accordance with the Contract.

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3. Price; Invoicing; Tax Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use, in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Supplier will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier's bank account details provided to UNICEF as part of the Supplier's registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off against any amount or amounts due and payable by UNICEF to the Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of

UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract; (c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading; (d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF's instructions, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.

Indemnification

4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the Goods or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host Governments), which as between the Supplier and UNICEF, only UNICEF itself (or relevant

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governmental entities) will assert and maintain. UNICEF will 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.

Insurance

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by UNICEF or third parties as a result of or relating to the Goods;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Supplier will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

(f) Compliance with the insurance requirements of the Contract will not limit the Supplier's liability either under the Contract or otherwise.

Liability

4.9 The Supplier will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Supplier grants to

UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information 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 will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Supplier receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made the Supplier (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national Government to establish protective measures or take such other action as may be appropriate; and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 Subject to Article 5.3, the Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF; nor will the Supplier at any time use such information to private advantage.

End of Contract

5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

(a) return to UNICEF all of UNICEF's Confidential Information or, at UNICEF's option, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

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- (b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or
- (c) if the Supplier (i) 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; (ii) is granted a moratorium or a stay, or is declared insolvent; (iii) makes an assignment for the benefit of one or more of its creditors; (iv) has a receiver appointed on account of the insolvency of the Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF 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 Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

Force Majeure

6.7 If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Supplier (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

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

7.2 (a) The Supplier represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract including the award of the Contract to the Supplier. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Supplier represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Supplier may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF

official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Supplier has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Supplier, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the selection and awarding of sub-contracts by the Supplier), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier 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, will constitute the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

7.8 The Supplier will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Supplier acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Supplier with immediate effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Supplier or any of the Supplier's Affiliates, or (ii) the Supplier or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Supplier takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Supplier and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Supplier, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Supplier.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

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8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Supplier's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The arbitral proceedings will be conducted in English. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail), or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

11.1 The Supplier acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed

to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Supplier will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify UNICEF of this. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

(c) The Supplier confirms that it has read UNICEF's Policy on Safeguarding (as updated from time to time). The Supplier will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Supplier will further cooperate with UNICEF's implementation of this policy.

(d) The Supplier will be fully responsible and liable for all services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 11.4(e).

11.5 The Supplier will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Supplier's rights or obligations under the Contract.

11.6 No grant of time to by a Party to cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the written permission of UNICEF.

11.9 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.10 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.

CONTRACT Nr. 130
de achiziționare a bunurilor
Cod CPV: 22100000-1

“04” 11 2025

mun. Chișinău

Furnizorul de bunuri	Autoritatea contractantă
SRL „Moldpresa Grup” reprezentată prin administrator Serghei Pușcuța care acționează în baza statutului și denumit(a) în continuare <i>Furnizor</i> , c/f 1013600038202, pe de o parte,	Instituția Publică Universitatea de Stat de Medicină și Farmacie „Nicolae Testemițanu” din Republica Moldova , reprezentată prin Prim-prorector, prorector pentru activitate didactică și management academic Olga Cernetchi , denumită în continuare <i>Beneficiar</i> , pe de altă parte,

ambii (denumiți(te) în continuare *Părți*), au încheiat prezentul Contract referitor la următoarele:

- a. Achiziționarea **Publicațiilor didactice și științifice** denumite în continuare Bunuri conform COP nr. ocds-b3wdp1-MD-1756817633372 din 15.09.2025, în baza deciziei grupului de lucru al Cumpărătorului din „28” octombrie 2025.
- b. Următoarele documente vor fi considerate părți componente și integrale ale Contractului:
 - a) Specificația tehnică;
 - b) Specificația de preț;
- c. Prezentul Contract va predomina asupra tuturor altor documente componente. În cazul unor discrepanțe sau inconsecvențe între documentele componente ale Contractului, documentele vor avea ordinea de prioritate enumerată mai sus.
- d. În calitate de contravaloare a plăților care urmează a fi efectuate de Cumpărător, Furnizorul se obligă prin prezenta să livreze Cumpărătorului Bunurile și să înlătore defectele lor în conformitate cu prevederile Contractului sub toate aspectele.
- e. Cumpărătorul se obligă prin prezenta să plătească Furnizorului, în calitate de contravaloare a livrării bunurilor, precum și a înlăturării defectelor lui, prețul Contractului sau orice altă sumă care poate deveni plătitibilă conform prevederilor Contractului în termenele și modalitatea stabilite de Contract.

1. Obiectul Contractului

1.1. Furnizorul își asumă obligația de a livra Bunurile conform anexei nr.1 și Specificației, care este parte integrantă a prezentului Contract.

1.2. Cumpărătorul se obligă, la rîndul său, să achite și să recepționeze Bunurile livrate de Furnizor.

1.3. Calitatea Bunurilor se atestă prin certificatele de calitate indicate în Specificație. Bunurile livrate în baza contractului va respecta standardele indicate în anexa nr.1 și Specificație. Cînd nu este menționat nici un standard sau reglementare aplicabilă, se vor respecta standardele sau alte reglementări autorizate în țara de origine a produselor.

2. Termeni și condiții de livrare

2.1 Livrarea Bunurilor se efectuează de către Furnizor în termen de 30 zile , de la solicitarea Cumpărătorului, la sediul indicat de către acesta.

2.2 Documentația de însoțire a Bunurilor include:

- a) *Originalele facturilor fiscale;*
- b) *Originalele actelor de primire-predare.*

Originalele documentelor prevăzute în punctul 2.2 se vor prezenta Cumpărătorului cel târziu la momentul livrării bunurilor la destinația finală. Livrarea produsului se consideră încheiat în momentul în care sînt prezentate documentele de mai sus.

3. Prețul și condiții de plată

3.1. Prețul Bunurilor livrate conform prezentului Contract este stabilit în lei moldovenești, fiind indicat Specificația prezentului Contract.

3.2. Suma totală a prezentului Contract, se stabilește în lei moldovenești și constituie: **493117,91 (patru sute nouăzeci și trei mii una sută șaptesprezece, 91) lei MD .**

3.3. Achitarea plății pentru Bunurile livrate se va efectua în lei moldovenești.

3.4. Metoda și condițiile de plată de către Cumpărător vor fi: *100 % după livrarea bunurilor în baza facturii fiscale și actelor de primire-predare, în termen de 20 zile.*

3.5. Plățile se vor efectua prin transfer bancar pe contul de decontare al Furnizorului indicat în prezentul Contract.

4. Condiții de predare-primire

4.1. Bunurile se consideră predate de către Furnizor și recepționate de către Cumpărător :

- a) cantitatea Bunurilor corespunde informației indicate în Specificații tehnice și documentele de însoțire conform punctului 2.2 al prezentului Contract;
- b) calitatea Bunurilor corespunde informației indicate în anexa nr.1;
- c) ambalajul și integritatea Bunurilor corespunde informației indicate în anexa nr.1.

4.2. Furnizorul este obligat să prezinte Cumpărătorului un exemplar original al facturii fiscale și actului de primire-predare odată cu livrarea Bunurilor, pentru efectuarea plății. Pentru nerespectarea de către Furnizor a prezentei clauze, Cumpărătorul își rezervă dreptul de a majora termenul de achitare prevăzut în punctul 3.4 corespunzător numărului de zile de întârziere și de a fi exonerat de achitarea penalității stabilite în punctul 10.3.

5. Standarde

5.1. Bunurile furnizate în baza contractului vor respecta standardele prezentate de către furnizor în propunerea sa tehnică.

5.2. Când nu este menționat nici un standard sau reglementare aplicabilă se vor respecta standardele sau alte reglementări autorizate în țara de origine a produselor.

6. Obligațiile părților

6.1. În baza prezentului Contract, Furnizorul se obligă:

- a) să livreze Bunurile în condițiile prevăzute de prezentul Contract;
- b) să anunțe Cumpărătorul după semnarea prezentului Contract, în decurs de 1 zile calendaristice, prin telefon/fax sau mijloace electronice, despre disponibilitatea livrării Bunurilor;
- c) să asigure condițiile corespunzătoare pentru recepționarea Bunurilor de către Cumpărător în termenele stabilite, în corespundere cu cerințele prezentului Contract;
- d) să asigure integritatea și calitatea Bunurilor pe toată perioada de până la recepționarea lor de către Cumpărător;

- e) să asigure livrarea, descărcarea și depozitarea bunurilor la sedul indicat de către Cumpărător.
- 6.2. În baza prezentului Contract, Cumpărătorul se obligă:
- a) să întreprindă toate măsurile necesare pentru asigurarea recepționării în termenul stabilit a Bunurilor livrate în corespundere cu cerințele prezentului Contract;
 - b) să asigure achitarea Bunurilor livrate, respectând modalitățile și termenele indicate în prezentul Contract.

7. Circumstanțe care justifică neexecutarea contractului

- 7.1. Părțile sunt exonerate de răspundere pentru neîndeplinirea parțială sau integrală a obligațiilor conform prezentului Contract, dacă aceasta este cauzată de producerea unor cazuri de circumstanțe care justifică neexecutarea contractului (războaie, calamități naturale: incendii, inundații, cutremure de pământ, precum și alte circumstanțe care nu depind de voința Părților).
- 7.2. Partea care invocă clauza circumstanțelor care justifică neexecutarea contractului este obligată să informeze imediat (dar nu mai târziu de 10 zile) cealaltă Parte despre survenirea circumstanțelor care justifică neexecutarea contractului.
- 7.3. Survenirea circumstanțelor care justifică neexecutarea contractului, momentul declanșării și termenul de acțiune trebuie să fie confirmate printr-un aviz de atestare, eliberat în mod corespunzător de către organul competent din țara Părții care invocă asemenea circumstanțe.
- 7.4. În cazul în care în circumstanțele care justifică neexecutarea contractului, acesta se modifică prin acordul adițional, inclusiv modificarea termenilor de executare, în cazul unei executări ulterioare a contractului. Când se execută pct.7.1 și pct. 7.3, părțile modifică contractul prin acord - adițional, privind neîndeplinirea parțială sau integrală a obligațiilor, inclusiv modificarea termenilor în cazul suspendării și executării ulterioare a contractului.

8. Rezoluțiunea

- 8.1. Rezoluțiunea Contractului se poate realiza cu acordul comun al Părților.
- 8.2. Contractul poate fi rezolvit în mod unilateral de către:
- a) Cumpărător în caz de refuz al Furnizorului de a livra Bunurile prevăzute în prezentul Contract;
 - b) Cumpărător în caz de nerespectare de către Furnizor a termenelor de livrare stabilite;
 - c) Furnizor în caz de nerespectare de către Cumpărător a termenelor de plată a Bunurilor;
 - d) Furnizor sau Cumpărător în caz de nesatisfacere de către una dintre Părți a pretențiilor înaintate conform prezentului Contract.
- 8.3. Cumpărătorul are dreptul de a rezolvi unilateral contractul în perioada de valabilitate a acestuia în una dintre următoarele situații:
- a) contractantul se afla, la momentul atribuirii lui, în una dintre situațiile care ar fi determinat excluderea sa din procedura de atribuire potrivit art. 19 al Legii nr.131/2015 privind achizițiile publice;
 - b) contractul a făcut obiectul unei modificări substanțiale care necesita o nouă procedură de achiziție publică în conformitate cu art. 76 al Legii nr.131/2015 privind achizițiile publice;
 - c) contractul nu ar fi trebuit să fie atribuit contractantului respectiv, având în vedere o încălcare gravă a obligațiilor ce rezultă din Legea nr.131/2015 privind achizițiile publice și/sau tratatele internaționale la care Republica Moldova este parte, care a fost constatată printr-o decizie a unei instanțe judecătorești naționale sau, după caz, internaționale.
- 8.4. Partea inițiatoare a rezoluțiunii Contractului este obligată să comunice în termen de 3 zile lucrătoare celeilalte Părți despre intențiile ei printr-o scrisoare motivată.
- 8.5. Partea înștiințată este obligată să răspundă în decurs de 3 zile lucrătoare de la primirea notificării. În cazul în care litigiul nu este soluționat în termenele stabilite, partea inițiatoare va iniția rezoluțiunea.

9. Reclamații

9.1. Reclamațiile privind cantitatea Bunurilor livrate sunt înaintate Furnizorului la momentul recepționării lor, fiind confirmate printr-un act întocmit în comun cu reprezentantul Furnizorului.

9.2. Pretențiile privind calitatea bunurilor livrate sunt înaintate Furnizorului în termen de 5 zile de la depistarea deficiențelor de calitate și trebuie confirmate printr-un certificat eliberat de o organizație independentă neutră și autorizată în acest sens.

9.3. Furnizorul este obligat să examineze pretențiile înaintate în termen de 5 zile de la data primirii acestora și să comunice Cumpărătorului despre decizia luată.

9.4. În caz de recunoaștere a pretențiilor, Furnizorul este obligat, în termen de 3 zile, să livreze suplimentar Cumpărătorului cantitatea nelivrată de bunuri, iar în caz de constatare a calității necorespunzătoare – să le substituie sau să le corecteze în conformitate cu cerințele Contractului.

9.5. Furnizorul poartă răspundere pentru calitatea Bunurilor în limitele stabilite, inclusiv pentru viciile ascunse.

9.6. În cazul devierii de la calitatea confirmată prin certificatul de calitate întocmit de organizația independentă neutră sau autorizată în acest sens, cheltuielile pentru staționare sau întârziere sunt suportate de partea vinovată.

10. Sancțiuni

10.1. Forma de garanție de bună executare a contractului agreată de Cumpărător este sub formă de transfer la contul autorității contractante, în cuantum de 5 % din valoarea contractului.

10.2. Pentru refuzul de a vinde Bunurile prevăzute în prezentul Contract, se va reține garanția de bună executare a contractului, în cazul în care ea a fost constituită în conformitate cu prevederile punctului 10.1., în caz contrar Furnizorul suportă o penalitate în valoare de 5% din suma totală a contractului.

10.3. Pentru livrarea cu întârziere a Bunurilor, Furnizorul poartă plata despăgubirei în valoare de 0,1% din suma Bunurilor nelivrate, pentru fiecare zi de întârziere, dar nu mai mult de 5 % din suma totală a prezentului Contract. În cazul în care întârzierea depășește 15 zile, Furnizorul prezintă Cumpărătorului o explicație în formă scrisă. Dacă Cumpărătorul acceptă, Furnizorul prelungește termenul de valabilitate a garanției de bună executare, în caz contrar se consideră ca fiind refuz de a livra Bunurile prevăzute în prezentul Contract și Furnizorului i se va reține garanția de bună executare a Contractului, în cazul în care a fost constituită în conformitate cu prevederile pct.10.1.

10.4. Pentru achitarea cu întârziere, Cumpărătorul poartă plata despăgubirei în valoare de 0,1% din suma Bunurilor neachitate, pentru fiecare zi de întârziere, dar nu mai mult de 5% din suma totală a prezentului contract.

10.5. Prima zi lucrătoare ulterioară datei ce constituie termenul limită de livrare, precum și, termenul limită de achitare se consideră zi lucrătoare de întârziere.

10.6. Suma penalității calculate Furnizorului conform prezentului Contract poate fi dedusă (reținută) de către Cumpărător din suma plății pentru Bunurile livrate.

11. Drepturi de proprietate intelectuală

11.1. Furnizorul are obligația să despăgubească achizitorul împotriva oricărui:

a) reclamații și acțiuni în justiție, ce rezultă din încălcarea unor drepturi de proprietate intelectuală (brevete, nume, mărci înregistrate etc.), legate de echipamentele, materialele, instalațiile sau utilajele folosite pentru sau în legătură cu produsele achiziționate, și

b) daune-interese, costuri, taxe și cheltuieli de orice natură, aferente, cu excepția situației în care o astfel de încălcare rezultă din respectarea Caietului de sarcini întocmit de către achizitor.

12. Dispoziții finale

12.1. Litigiile ce ar putea rezulta din prezentul Contract vor fi soluționate de către Părți pe cale amiabilă. În caz contrar, ele vor fi transmise spre examinare în instanța de judecată competentă conform legislației Republicii Moldova.

12.2. Părțile contractante au dreptul, pe durata îndeplinirii contractului, să convină asupra modificării clauzelor contractului, prin acord adițional, numai în cazul apariției unor circumstanțe care lezează interesele comerciale legitime ale acestora și care nu au putut fi prevăzute la data încheierii contractului. Modificările și completările la prezentul Contract sînt valabile numai în cazul în care au fost perfectate în scris și au fost semnate de ambele Părți.

12.3. Nici una dintre Părți nu are dreptul să transmită obligațiile și drepturile sale stipulate în prezentul Contract unor terțe persoane fără acordul în scris al celeilalte părți.

12.4. Prezentul Contract în cazul în care este semnat electronic, de către ambele părți, acesta este remis în mod automat prin mijloacele electronice, dar în cazul când contractul este semnat olografic se întocmește în două exemplare în limba română, câte un exemplar pentru Furnizor, Cumpărător.



12.5. Prezentul Contract se consideră încheiat și intră în vigoare la data semnării.

12.6. Prezentul contract este valabil până la 31.03.2026.

12.7. Prezentul Contract reprezintă acordul de voință al părților și se consideră semnat la data aplicării ultimei semnături de către una din părți.

12.8. Pentru confirmarea celor menționate mai sus, Părțile au semnat prezentul Contract în conformitate cu legislația Republicii Moldova.

13. Datele juridice, poștale și bancare ale Părților

Furnizorul	Cumpărătorul
SRL „Moldpresa Grup”	IP USMF „Nicolae Testemițanu”
Adresa poștală: or. Durlăști, str. Ștefan Vodă, 3	Adresa poștală: bd. Ștefan cel Mare și Sfint, 165
Telefon: 079625193	Telefon: 022 205-267
Cont de decontare: MD07EN000000222487408845	Cont de decontare: MD19AG000000022512015544
Banca: BC „ENERGBANK” SA	Banca: „BC Moldova Agroindbank SA”
Cod: ENEGMD22	Cod fiscal: 1007600000794
Cod fiscal: 1013600038202	
Semnăturile părților	
Semnătura autorizată: SRL Moldpresa Grup	Semnătura autorizată: IP USMF „N. Testemițanu”
Administrador Serghei Pușcuța	Prim-prorector Olga Cernetești
 L.S	 L.S





CONTRACT NR. MD-MOED-492910-GO-RFQ

Prezentul Contract cu nr. MD-MOED-492910-GO-RFQ, semnat la 30 iunie 2025, între:

Ministerul Educației și Cercetării al Republicii Moldova, cod fiscal: 1006601000107, reprezentat prin **dl. Dan PERCIUN, Ministru**, având sediul principal la **MD-2033, Piața Marii Adunări Naționale nr. 1, Casa Guvernului**, (denumit în continuare „Cumpărător”) pe de o parte și

Moldpresa Grup SRL, cod fiscal: 1013600038202, reprezentată prin **dl. Serghei PUȘCUȚA, Administrator**, cu sediul **MD-2003, str. Ștefan Vodă 3, or. Durlești, mun. Chișinău, Republica Moldova** (denumit în continuare „Furnizor”) pe de altă parte.

ÎNTRUCÂT Cumpărătorul a solicitat o ofertă pentru achiziționarea de **Cărți pentru Instituțiile de educație timpurie**, ce urmează a fi livrate de către Furnizor în temeiul Contractului (denumit în continuare „Contract”) și a acceptat Oferta Furnizorului pentru livrarea de bunuri în temeiul Contractului MD-MOED-492910-GO-RFQ, cu valoarea de **430 057,37 (Patru sute treizeci mii cincizeci și șapte lei, 37 bani)**, lei moldovenești, denumit în continuare „Prețul Contractului”.

Prețul Contractului nu include taxele vamale, accizele, taxele de proceduri vamale și taxa pe valoarea adăugată (TVA) în Moldova, deoarece bunurile și serviciile achiziționate în temeiul prezentului contract sunt scutite de taxele vamale și fiscale în conformitate cu Hotărârea Guvernului nr. 1081/2023 din 27 decembrie 2023 cu privire la modul de aplicare a facilităților fiscale și vamale aferente realizării proiectelor de asistență tehnică și investițională în derulare, care cad sub incidența tratatelor internaționale la care Republica Moldova este parte, cu modificările ulterioare.

PRIN URMARE, părțile prezentului Contract sunt de acord asupra următoarelor:

1. Următoarele documente vor fi considerate parte integră a acestui contract:
 - a) Termeni și condiții de livrare, Specificații tehnice;
 - b) Anexa nr. 1. Oferta de preț,
 - c) Anexa nr. 2. Fraudă și corupție;
2. În baza plății ce urmează a fi efectuată de către Cumpărător în folosul Furnizorului în modul menționat în prezentul Contract, Furnizorul semnează un Contract cu Cumpărătorul pentru executarea prevederilor Contractului și remedierea oricăror defecte depistate în conformitate cu prevederile Contractului.
3. Prin prezenta Cumpărătorul este de acord să efectueze plata după livrarea de bunuri și acceptarea Contractului și remedierea oricăror defecte, după caz, Prețul Contractului în conformitate cu Condițiile de Plată specificate în Contract.
4. Prezentul Contract este valabil până la **31 decembrie 2025**.
5. **Rezoluțiunea**
 - 5.1 **Rezoluțiunea pentru neachitare**

(a) Cumpărătorul, fără a aduce atingere oricărei alte prevederi pentru încălcarea Contractului, printr-o notificare scrisă de neîndeplinire a obligației trimisă Furnizorului, poate rezilia Contractul în întregime sau în parte:

1. dacă Furnizorul nu reușește să livreze oricare sau toate Bunurile în perioada specificată în Contract sau

în orice prelungire acordată acestuia.

2. dacă Furnizorul nu își îndeplinește orice altă obligație conform Contractului; sau
3. în cazul în care Furnizorul, în opinia Cumpărătorului, s-a angajat în practici frauduloase sau corupte, astfel cum sunt definite la **Anexa 2** de mai jos, în adjudecarea sau perfectarea prezentului Contract.

(b) În cazul în care Cumpărătorul reziliază Contractul în întregime sau parțial, Cumpărătorul poate procura, în condițiile și în modul pe care îl consideră adecvat, Bunuri și/sau Serviciile conexe precum cele nelivrate sau neexecutate, iar Furnizorul va fi răspunzător față de Cumpărător pentru orice costuri suplimentare pentru Bunurile similare sau Servicii conexe. Cu toate acestea, Furnizorul va continua executarea Contractului în măsura în care nu este reziliat.

5.2 Rezoluțiunea pentru insolvență

(a) Cumpărătorul poate, în orice moment, rezilia contractul printr-o notificare a Furnizorului în caz de faliment sau insolvență a Furnizorului. În acest caz, rezilierea se va face fără compensații către Furnizor, cu condiția ca o astfel de reziliere să nu prejudicieze sau să afecteze orice drept de acțiune sau remediu care îi revine sau va reveni ulterior Cumpărătorului.

5.3 Rezoluțiunea pentru comodatitate

- a) Cumpărătorul, printr-o notificare trimisă Furnizorului, poate rezilia Contractul, în totalitate sau în parte, în orice moment pentru comodatitatea sa. Notificarea de reziliere va specifica faptul că rezilierea este pentru comodatitatea Cumpărătorului, de asemenea, etapa la care executarea contractului de către Furnizor este reziliată și data la care această reziliere devine efectivă.
- b) Bunurile care sunt complete și gata de expediere în termen de douăzeci și opt (28) de zile de la primirea de către Furnizor a notificării de reziliere vor fi acceptate de către Cumpărător la termenii și prețurile Contractului. Pentru Bunurile rămase, Cumpărătorul poate alege:
 1. Finalizarea și livrarea oricărei părți din Bunuri în conformitate cu termenele și prețurile Contractului și/sau
 2. Anularea celeilalte părți și efectuarea plății în suma convenită cu Furnizorul pentru bunurile livrate parțial și pentru materialele și părțile procurate anterior de către Furnizor.


6. Fraudă și corupție

În cazul în care Cumpărătorul stabilește că Furnizorul și/sau oricare dintre personalul său, sau agenții săi, sau subcontractanții săi, consultanții, furnizorii de servicii, furnizorii și/sau angajații acestora s-au implicat în activități corupte, frauduloase, coluzive, coercitive sau obstructive practicile (așa cum sunt definite în procedurile de sancțiuni ale Băncii în vigoare), în concurența pentru sau în executarea Contractului, atunci Cumpărătorul poate, după un preaviz de 14 zile adresat Furnizorului, să înceteze angajarea Furnizorului în temeiul Contractului și să anuleze contractul, precum și prevederile din punctul 5 se va aplica ca și cum o astfel de rezoluțiune ar fi fost făcută conform punctului 5.1 al prezentului contract

7. Inspecții și Audituri

- 7.1 Furnizorul va respecta toate instrucțiunile Cumpărătorului care corespund legislației aplicabile în țara de destinație.
- 7.2 Ofertantul, precum și subcontractanții, prestatorii de servicii, personalul agenților, va permite Băncii să inspecteze toate conturile, înregistrările și alte documente referitoare la procesul de achiziție, selecție și/sau executarea contractului, și să le auditeze de către auditorii numiți de bancă.

Adresele, rechizitele și semnăturile Părților:

<p align="center">Cumpărător:</p> <p>Ministerul Educației și Cercetării al Republicii Moldova</p> <p>MD-2033, Piața Marii Adunări Naționale nr. 1, Casa Guvernului, mun. Chișinău, Republica Moldova c/f 1006601000107 Email: equip@mec.gov.md IBAN: MD34TRPHAA335110816289AB Banca: MF-TR Chisinau bugetul de Stat, Ministerul Educației și Cercetării c/b TREZMD2X</p>	<p align="center">Furnizor:</p> <p align="center">Moldpresa Grup S.R.L.</p> <p>Adresa: MD-2003, Ștefan Vodă 3, or. Durlești, mun. Chișinău, Republica Moldova Adresa poștală: office@moldpresa.md Telefon: (+373) 796 25 193 Cod fiscal: 1013600038202 Banca: BC Energbank S.A. Cod: ENEGMD22 IBAN: MD07EN000000222487408845</p>
<p>Dan PERCIUN, Ministru</p> <p>Digitally signed by Pereiun Dan Date: 2025.06.27 17:56:22 EEST Reason: MoldSign Signature Location: Moldova</p> 	<p>Serghei PUȘCUȚA, Administrator</p> <p>Digitally signed by Pușcuța Serghei Date: 2025.06.30 10:27:51 EEST Reason: MoldSign Signature Location: Moldova</p> 
<p>Semnătura</p>	<p>Semnătura</p>

MOLDOVA EUROPEANĂ

MOLDOVA EUROPEANĂ



United Nations Children's Fund
 UNICEF
 31 August 1989 Str., No. 131
 CHISINAU MD-2012
 Rep of Moldova

Telephone
 Facsimile
 Email chisinau@unicef.org
<https://unicef.sharepoint.com/sites>

To:
 Moldpresa Grup SRL
 Stefan Voda 3
 MD2003 DURLESTI-CHISINAU
 THE REPUBLIC OF MOLDOVA

Phone : 373 79625193
 Email : carte.manager4@moldpresa.md

Attn : Liliana Stici

Purchase order no : 81143434

Issue date : 14 February 2025
 Delivery date : 31 March 2025
 Delivery terms : INCOTERMS 2020

Payment currency : MDL
 Payment terms : within 30 days Due net
 Total amount : 1,425,983.65

Supplier to fill in :
 Estimated packed weight :
 Estimated packed volume :
 No. and type of shipping units :

ACKNOWLEDGEMENT FORM

IMPORTANT

The supplier is required to sign the Acknowledgement Form through an authorised representative and return the form to UNICEF within five working days. Please note that UNICEF may cancel the Purchase Order without notice until it receives the signed Acknowledgement Form.

Please ensure that your company information is updated including bank information, company name change, contact details etc. Failure to do so can lead to delays in processing payments.

UNICEF'S PURCHASE ORDER TERMS & CONDITIONS ACCEPTED

<i>Serghei Puscuta</i>	18-02-2025
_____ Supplier's signature	_____ Date
Serghei Puscuta	DIRECTOR GENERAL
_____ Name and Title	

UNICEF'S GENERAL TERMS AND CONDITIONS ATTACHED APPLY.	Signatures :	
Supplier reference : ITB9195059 dated 23 December 2024	<i>Cristina Gaberi</i>	<i>Maha Damaj</i>
Supplier code : 1900714553	Cristina Gaberi	Maha Damaj
Unicef reference :	ECD officer	Representative
Purchasing group : Chisinau, Moldova	_____ 17-02-2025	_____ 17-02-2025
Queries to : Liliana Prosii / lprosii@unicef.org		
: Tatiana Ribac / tribac@unicef.org		

ANNEX A GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Goods)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Goods), the following terms have the following meaning:

"Affiliates" means, with respect to the Supplier, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and includes information, the confidential or proprietary nature of which is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Consignee" means the consignee designated in the Contract.

"Contract" means the purchase contract that incorporates these General Terms and Conditions (Goods). It includes purchase orders issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Goods" means the goods specified in the relevant section of the Contract.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

"INCOTERMS" means the international commercial terms known as the INCOTERMS rules, issued by the International Chamber of Commerce, most-recently issued at the effective date of the Contract. References in the Contract to trade terms (such as "FCA", "DAP" and "CIP") are references to those terms as defined by the INCOTERMS.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Supplier's "Personnel" means the Supplier's officials, employees, agents, individual sub-contractors and other representatives.

"Price" is defined in Article 3.1.

"Supplier" is the supplier named in the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct, and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Supplier, are publicly available on the UNICEF Supply Website. The Supplier represents that it has reviewed all such policies as of the effective date of the Contract.

2. Delivery; Inspection; Risk of Loss

2.1 The Supplier will deliver the Goods to the Consignee at the place and within the time period for delivery stated in the Contract. The Supplier will comply with the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods to be supplied under the Contract and all other delivery terms and instructions stated in the Contract. Notwithstanding any INCOTERM, the Supplier will obtain any export licences required for the Goods. The Supplier will ensure that UNICEF receives all necessary transport documents in a timely manner so as to enable UNICEF to take delivery of the Goods in accordance with the requirements of the Contract. The Supplier will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Supplier) in connection with the supply and delivery of the Goods.

2.2 The Supplier will use its best efforts to accommodate reasonable requests for changes (if any) to the requirements for the Goods (such as packaging, packing and labeling requirements), shipping instructions or delivery date of the Goods set out in the Contract. If UNICEF requests any material change to the requirements for the Goods, shipping instructions or delivery date, UNICEF and the Supplier will negotiate any necessary changes to the Contract, including as to Price and the time schedule. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Supplier. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding

any other provision of the Contract.

2.3 The Supplier acknowledges that UNICEF may monitor the Supplier's performance under the Contract. The Supplier agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to UNICEF, and provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed delivery status, costs to be charged and payments made by UNICEF or pending.

Inspection

2.4 UNICEF or the Consignee (if different from UNICEF) will have a reasonable time to inspect the Goods after delivery. At UNICEF's request, the Supplier will provide its reasonable cooperation to UNICEF or the Consignee with regard to such inspection, including but not limited to access to production data, at no charge. The Supplier acknowledges that any inspection of the Goods by or on behalf of UNICEF or the Consignee does not constitute a determination that the specifications for the Goods set out in the Contract (including the mandatory technical requirements) have or have not been met. The Supplier will be required to comply with its warranty and other contractual obligations whether or not UNICEF or the Consignee carries out an inspection of the Goods.

Delivery not Acceptance; Consequences of Delayed Delivery and Non-conforming Goods

2.5 If the Supplier determines it will be unable to deliver all or some of the Goods to the Consignee by the delivery date(s) stipulated in the Contract, the Supplier will (a) immediately consult with UNICEF to determine the most expeditious means for delivering the Goods; and (b) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to force majeure as defined in Article 6.7 below), if reasonably requested by UNICEF to do so. Partial deliveries of Goods will not be accepted unless prior written approval for such partial delivery has been given by UNICEF to the Supplier.

2.6 Delivery of the Goods will not constitute acceptance of the Goods. If some or all of the Goods do not conform to the requirements of the Contract or if the Supplier delivers the Goods late or fails to deliver the Goods (or any part of the Goods) in accordance with the agreed delivery dates and delivery terms and instructions, UNICEF may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights under the Contract at UNICEF's option:

(a) UNICEF can reject and refuse to accept any or all of the Goods (including those that do conform to the Contract). If UNICEF rejects the Goods, the Supplier will, at its own cost, arrange for the prompt return of the rejected Goods and, at UNICEF's option, the Supplier will promptly replace the rejected Goods with Goods of equal or better quality (and will be responsible for all costs related to such replacement) or UNICEF may exercise its other rights set out below;

(b) UNICEF may procure all or part of the Goods from other sources, in which case the Supplier will be responsible for any additional costs beyond the balance of the Price for such Goods;

(c) Upon UNICEF's demand, the Supplier will refund all payments (if any) made by UNICEF in respect of the rejected Goods or the Goods that have not been delivered in accordance with the delivery dates and delivery terms;

(d) UNICEF can give written notice of breach and, if the Supplier fails to remedy the breach, can terminate the Contract in accordance with Article 6.1 below;

(e) UNICEF can require the Supplier to pay liquidated damages as set out in the Contract.

2.7 Further to Article 11.6 below, the Supplier expressly acknowledges that if, in respect of any consignment, UNICEF takes delivery of all or some of the Goods that have been delivered late or otherwise not in full compliance with the delivery terms and instructions or that are not in full conformity with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late delivery or non-compliant Goods.

Risk of Loss; Title to Goods

2.8 Risk of loss, damage to or destruction of Goods supplied under the Contract, and responsibility for arranging and paying for freight and insurance, will be governed by the INCOTERM or similar trade term expressly stated in the Contract as applying to the Goods supplied under the Contract and any other express terms of the Contract. In the absence of any such INCOTERM or similar trade term or other express terms, the following provisions will apply: (a) the entire risk of loss, damage to or destruction of the Goods will be borne exclusively by the Supplier until physical delivery of the Goods to the Consignee has been completed in accordance with the Contract; and (b) the Supplier will 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.

2.9 Unless otherwise expressly provided in the Contract, title in and to the Goods will pass from the Supplier to the Consignee upon delivery of the Goods in accordance with the applicable delivery terms

ANNEX A GENERAL TERMS AND CONDITIONS

and acceptance of the Goods in accordance with the Contract.

3. Price; Invoicing; Tax Exemption; Payment Terms

3.1 The price for the Goods is the amount specified in the price section of the Contract (the "Price"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the price section of the Contract. The Price includes the cost of packaging and packing the Goods in accordance with the requirements of the Contract and delivery in accordance with the applicable delivery terms. The Price is inclusive of all costs, expenses, charges or fees that the Supplier may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Supplier will not request any change to the Price after delivery of the Goods by the Supplier and that the Price cannot be changed except by written agreement between the Parties before the Goods are delivered.

3.2 The Supplier will issue invoices to UNICEF only after the Supplier has fulfilled the delivery terms of the Contract. The Supplier will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) copies of the shipping documents and other supporting documents as specified in the Contract.

3.3 The Supplier authorizes UNICEF to deduct from the Supplier's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use, in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Supplier will immediately consult with UNICEF to determine a mutually acceptable procedure. The Supplier will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Supplier of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Supplier the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Supplier will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Supplier's invoice within thirty (30) days of receiving both the invoice and the shipping documents and other supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Supplier will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Supplier of its obligations under the Contract. Payment will not be deemed acceptance of the Goods or waiver of any rights with regard to the Goods.

3.6 Each invoice will confirm the Supplier's bank account details provided to UNICEF as part of the Supplier's registration process with UNICEF. All payments due to the Supplier under the Contract will be made by electronic funds transfer to that bank account. It is the Supplier's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Supplier of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Supplier acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Supplier has not performed in accordance with the terms and conditions of the Contract, or if the Supplier has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off against any amount or amounts due and payable by UNICEF to the Supplier under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Supplier) owing by the Supplier to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Supplier prior notice before exercising this right of set-off (such notice being waived by the Supplier). UNICEF will promptly notify the Supplier after it has exercised such right of set-off, explaining the reasons for such set-off, provided however that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Supplier of amounts such audit or audits determine were not in accordance with the Contract

regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

4.1 The Supplier represents and warrants that as of the effective date and throughout the term of the Contract: (a) it has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform its other obligations under the Contract; (c) all of the information concerning the Goods and the Supplier that it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, is true, correct, accurate and not misleading; (d) it is financially solvent and is able to supply the Goods to UNICEF in accordance with the terms and conditions of the Contract; (e) the use or supply of the Goods does not and will not infringe any patent, design, trade-name or trade-mark; (f) it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods; and (g) the development, manufacture and supply of the Goods is, and will continue to be, in compliance with all applicable laws, rules and regulations. The Supplier will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

4.2 The Supplier further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Contract (including, in the case of perishable or pharmaceutical products, the shelf life specified in the Contract); (b) conform in all respects to the technical documentation provided by the Supplier in respect of such Goods and, if samples were provided to UNICEF prior to entering into the Contract, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF in the Contract; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Contract, and for the modes of transport of the Goods specified in the Contract (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Contract and applicable law.

4.3 The warranties provided in Article 4.2 will remain valid for the warranty period specified in the Contract; provided that (a) the warranty period for pharmaceutical goods or other perishable products will be no less than the shelf-life of those Goods specified in the Contract; and (b) if no warranty period or shelf-life is specified in the Contract, the warranties will remain valid from the date the Supplier signs the Contract until the day twelve (12) months after fulfillment of the delivery terms or such later date as may be prescribed by law.

4.4 If the Supplier is not the original manufacturer of the Goods or any part of the Goods, the Supplier assigns to UNICEF (or, at UNICEF's instructions, the Government or other entity that receives the Goods) all manufacturers' warranties in addition to any other warranties under the Contract.

4.5 The representations and warranties made by the Supplier in Articles 4.1 and 4.2 and the Supplier's obligations in Articles 4.3 and 4.4 above are made to and are for the benefit of (a) each entity that makes a direct financial contribution to the purchase of Goods; and (b) each Government or other entity that receives the Goods.

Indemnification

4.6 The Supplier will indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to the purchase of the Goods and each Government or other entity that receives the Goods, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by a third party and arising out of the acts or omissions of the Supplier or its Personnel or sub-contractors in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation; (b) product liability; and (c) any actions or claims pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the Goods or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the Contract or used by the Supplier, its Personnel or sub-contractors in the performance of the Contract.

4.7 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Supplier within a reasonable period of time after having received actual notice. The Supplier will have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with Host

ANNEX A GENERAL TERMS AND CONDITIONS

Governments), which as between the Supplier and UNICEF, only UNICEF itself (or relevant governmental entities) will assert and maintain. UNICEF will 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.

Insurance

4.8 The Supplier will comply with the following insurance requirements:

(a) The Supplier will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Supplier's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Supplier's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract including, but not limited to, product liability insurance, in an adequate amount to cover all claims arising from or in connection with the Supplier's performance under the Contract. The Supplier's product liability insurance will cover the direct and indirect financial consequences of liability (including all costs, including replacement costs, related to recall campaigns) sustained by UNICEF or third parties as a result of or relating to the Goods;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Supplier.

(b) The Supplier will maintain the insurance coverage referred to in Article 4.8(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Supplier will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Supplier's insurance required under this Article 4.8 will (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Supplier will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.8.

(f) Compliance with the insurance requirements of the Contract will not limit the Supplier's liability either under the Contract or otherwise.

Liability

4.9 The Supplier will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Supplier's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) the Supplier develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Supplier under the Contract. The Supplier acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Supplier that pre-existed the performance by the Supplier of its obligations under the Contract, or that the Supplier may develop or acquire, or may have developed or

acquired, independently of the performance of its obligations under the Contract. The Supplier grants to UNICEF a perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Supplier will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information 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 will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Supplier receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made the Supplier (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national Government to establish protective measures or take such other action as may be appropriate; and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Supplier's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Supplier may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior authorization of UNICEF; nor will the Supplier at any time use such information to private advantage.

End of Contract

5.5 Upon the expiry or earlier termination of the Contract, the Supplier will:

(a) return to UNICEF all of UNICEF's Confidential Information or, at UNICEF's option, destroy all copies of such information held by the Supplier or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

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(b) if the Supplier breaches any of the provisions of Articles 5.2-5.4 (Confidentiality); or

(c) if the Supplier (i) 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; (ii) is granted a moratorium or a stay, or is declared insolvent; (iii) makes an assignment for the benefit of one or more of its creditors; (iv) has a receiver appointed on account of the insolvency of the Supplier; (v) offers a settlement in lieu of bankruptcy or receivership; or (vi) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Supplier to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Articles 6.1 and 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Supplier in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract upon sixty (60) days' written notice to the Supplier without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Supplier will immediately take steps to cease provision of the Goods in a prompt and orderly manner and to minimize costs and will seek instructions from UNICEF regarding Goods in transit (if any) and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Supplier will take any other action that may be necessary, or that UNICEF 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 Supplier and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated, no payment will be due from UNICEF to the Supplier except for Goods delivered in accordance with the requirements of the Contract and only if such Goods were ordered, requested or otherwise provided prior to the Supplier's receipt of notice of termination from UNICEF or, in the case of termination by the Supplier, the effective date of such termination. The Supplier will have no claim for any further payment beyond payments in accordance with this Article 6.5, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Supplier's default (including but not limited to cost of the purchase and delivery of replacement or substitute goods).

6.6 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

Force Majeure

6.7 If one Party is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; or (d) any event resulting from harsh conditions or logistical challenges for the Supplier (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

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

7.2 (a) The Supplier represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Supplier, or will be offered by or on behalf of the Supplier, any direct or indirect benefit in connection with the Contract including the award of the Contract to the Supplier. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Supplier represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Supplier may not

make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Supplier has participated.

(ii) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Supplier, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Supplier represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Supplier and the selection and awarding of sub-contracts by the Supplier), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Supplier further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Supplier will immediately disclose to UNICEF if it or any of its Affiliates, or Personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the Contract.

7.4 The Supplier will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Supplier will not engage, and will ensure that its Personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.

7.5 The Supplier will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6 The Supplier further represents and warrants that neither it nor any of its Affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.

7.7 The Supplier represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel including its employees or any persons engaged by the Supplier 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, will constitute the sexual exploitation and abuse of such person. In addition, the Supplier represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Supplier, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNICEF to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

7.8 The Supplier will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

7.9 The Supplier acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Supplier with immediate effect upon written notice to the Supplier if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Supplier breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Supplier or any of the Supplier's Affiliates, or (ii) the Supplier or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Supplier takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Supplier and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Supplier, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Supplier.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or

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other charges or any other liability of any kind.

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties' performance of the Contract generally and including but not limited to the Supplier's compliance with the provisions of Article 7 above. The Supplier will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Supplier's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Supplier will require its sub-contractors and its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

9.2 The terms of the Contract will be interpreted and applied without application of any system of national or sub-national law.

9.3 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties. Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail), or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

11.1 The Supplier acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Supplier will be considered as having the legal status of an independent contractor as regards

UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 (a) Except as expressly provided in the Contract, the Supplier will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance of its obligations under the Contract.

(b) In the event that the Supplier requires the services of sub-contractors to perform any obligations under the Contract, the Supplier will notify UNICEF of this. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

(c) The Supplier confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Supplier will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Supplier will further cooperate with UNICEF's implementation of this policy.

(d) The Supplier will be fully responsible and liable for all services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract. The Supplier's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(e) Without limiting any other provisions of the Contract, the Supplier will be fully responsible and liable for, and UNICEF will not be liable for (i) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (ii) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (iii) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (iv) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (v) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibility with regard to any of the events referred to in this Article 11.4(d).

11.5 The Supplier will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Supplier's rights or obligations under the Contract.

11.6 No grant of time to by a Party to cure a default under the Contract, nor any delay or failure by a Party to exercise any other right or remedy available to it under the Contract, will be deemed to prejudice any rights or remedies available to it under the Contract or constitute a waiver of any rights or remedies available to it under the Contract.

11.7 The Supplier will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.8 The Supplier will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Supplier and its Personnel and sub-contractors, the Supplier will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the written permission of UNICEF.

11.9 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.10 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Supplier will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.11 The provisions of Articles 2.8, 2.9, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2, 11.4(e), 11.6 and 11.8 will survive delivery of the Goods and the expiry or earlier termination of the Contract.