


Institutional/Corporate Contract			unicef 	
CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE	
43321015		1900719421	Chisinau, Moldova	
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME AEDIFICATOR SRL	CONTACT PERSON Ana Cozari	
CURRENCY MDL	ADDRESS 33 G Adam Ungheni, MD3601 Rep of Moldova E-MAIL aedificator.srl@mail.ru	TELEPHONE NO. 37379423063	FAX NO.	
<i>This agreement shall commence on 08 Apr 2021 and shall expire upon satisfactory completion of the services described below but not later than 30 May 2022, unless sooner terminated under the terms of the agreement.</i>				

UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to enter into an institutional contract
with

AEDIFICATOR SRL

33 G Adam Ungheni, MD3601 Rep of Moldova

Telephone: 37379423063

Fax:


for the provision of the following services

Renovation works of roof, facades, heating system and sanitary blocks,

"Prichindel" kindergarten, Cahul, Moldova

as stipulated in the attached document

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS HEREIN

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ITEM	SERVICE DESCRIPTION	QTY	UNIT	PRICE
10	Renovation Works Cahul, LPA Contrib			3,728,825.05
	Renovation Works Cahul, LPA Contribution	3728825	LE	3,728,825.05
20	Renovation Works Cahul PRG Contrib			2,738,055.55
	Renovation Works cahul, PRG Contrib	2738056	LE	2,738,055.55

Grand Total : 6,466,880.60

STATEMENT OF WORK/TOR

CONTRACTUAL PROVISIONS

THIS CONTRACT FOR Renovation works of the roof, facades, heating system and sanitary blocks at the "Prichindel" kindergarten, Cahul, Moldova, (together with the schedules and attachments hereto, this "Contract") is made BETWEEN:

UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at 131, 31 August 1989 street, Chisinau, MD-2012, Moldova AND:

Aedificator SRL, a corporation organized and existing under the laws of Moldova and having its principal offices at 33 G. Adam street, Ungheni MD-3601, Moldova (the "Contractor"); UNICEF and the Contractor are hereinafter collectively referred to as the "Parties".

WHEREAS:

A. UNICEF, in accordance with its Charter and Mission Statement, works with governments, civil society organizations and other partners in more than one hundred and sixty countries to advance children's rights to survival, protection, development and participation, and in doing so is guided by the Convention on the Rights of the Child.

B. Request for Proposals No. LRPS-2020-9163501 dated 26.11.2020, a copy of which is attached to this Contract, UNICEF invited bids for provisions of roof renovation works.

C. By bid dated 17.12.2020, a copy of which is attached to this contract, the Contractor responded to the Invitation to Bid and represented that it is qualified, capable and willing carry out the construction works as described.

D. UNICEF wishes to engage the Contractor to undertake the Works all on the terms and conditions set forth in this Contract; and the Contractor represents that it is qualified, ready, able and willing carry out the Works on the same terms and conditions; NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. CONTRACT DOCUMENTS

1.1 This document and all annexes hereto, together with the following named documents, which are incorporated herein by reference,

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constitute the entire Contract (herein referred to as the "Contract" or this "Contract") between UNICEF and the Contractor:

- a) Annex I: Scope of Work (Terms of Reference, including Schedule of Completion)
- b) The Request for Proposals
- c) The Form of Bid including all attachments
- d) Technical Specifications
- e) Bill of Quantities
- f) Drawings
- g) Correspondence written prior to and during Bidding which clarifies or amends the documents in paragraph (a) to (ih) above
- h) Correspondence written after Bidding up to the signing of the Contract, which clarifies or amends the documents in paragraph (a) to (g) above.
- i) Annex A: UNICEF's General Terms and Conditions

1.2 The Contract documents are to be taken as complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the Contract shall be interpreted on the basis of the following order of precedence:


- a) this document;
- b) Annex A: UNICEF's General Terms and Conditions
- c) Annex I, schedule of works
- d) The Contractor's Technical and Price Proposals for RFP LRPS-2020-9163501
- e) The Request for Proposals LRPS-2020-9163501;
- f) Technical Specifications, Drawings and Bill of Quantities.

1.3 The Contract represents the entire and integrated Contract of the Parties with regard to the subject matter hereof and supersedes all prior Contracts, negotiations and representations, either written or oral.

2. DEFINITIONS

In this Contract, the following terms shall have the following meaning:

- 2.1 Defects: Any part of the Works not completed in accordance with this Contract.
Defect Liability Period: Is the period during which the Contractor is responsible for repairing or rectifying defects that appear in the Works. The period commences upon Substantial completion of the Works and runs until the Final Completion. Retention moneys e.g. 5% of the contractual amount retained as guarantee for the Works shall be returned to the contractor by UNICEF upon issuance of the Certificate of Final Completion.
- 2.2 Drawings: Drawings of the Works, as included in this Contract, and any additional and modified drawings issued by (or on behalf of) UNICEF in accordance with this Contract.
- 2.3 Equipment: The Contractor's apparatus, machinery and vehicles used in the execution of the Works.
- 2.4 Laws: All national legislation, statutes, ordinances and other laws and regulations of any legally constituted public authority.
- 2.5 Materials: Things of all kinds intended to form or forming part of the Works, including the supply-only materials.
- 2.6 Site or Sites: The place or places where the Works are to be executed and any other place defined as such in the Drawings and Contract Documents.
- 2.7 Specifications: The Technical Specifications of the Works included in this Contract and any modifications or additions approved by UNICEF.

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2.8 Suppliers: Persons or entities that entered into a Contract directly with the Contractor to supply materials and equipment fabricated specifically for the Works.

2.9 Works: Permanent and temporary Works required by the Contract Documents as set forth in this Contract.

2.10 Designated Representative: The officer designated to represent UNICEF as in the contract. In addition, UNICEF may use the services of a Consultant to supervise the works carried out by the Contractor as provided by Article 2.11 of this Contract.

2.11 The Consultant: The person or company that has been engaged by UNICEF to carry out the design of the project and assist in the project implementation and the day to day supervision and inspection of the works.

3. GENERAL OBLIGATIONS OF THE CONTRACTOR

3.1 The Contractor shall, with due care and diligence, execute and maintain the Works and provide all labor, materials, equipment, transportation and other facilities necessary to substantially complete the Works by the Substantial Completion Date, and in accordance with the Contract Documents and the standards defined by this Contract.

3.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction and for security of the Site itself, including the security of all Materials stored or used on the Site.

3.3 The Contractor shall submit material samples, and relevant information, in sufficient time for the UNICEF to complete review of samples. Each sample shall be labeled as to origin and intended use in the Works. All materials used in the course of these Works shall be new and proper for their use. No reusable materials coming from the Site shall be used unless permitted by the UNICEF. Other materials shall be stored on Site until the end of the Works. All materials, equipment and products shall be installed in accordance with the written recommendations of the manufacturer.

3.4 The Contractor shall not permit any laborer's, mechanic's or other similar lien (hereinafter, referred collectively, as "Lien") to be filed or otherwise imposed on any part of the Works, or the premises of UNICEF. If any Lien is filed or otherwise imposed, and if the Contractor does not cause such Lien to be released and discharged forthwith, or file a bond in lieu thereof, UNICEF shall have the right, but not the obligation, to pay all sums necessary to obtain such release and discharge, and to deduct all amounts so paid from moneys otherwise due the Contractor.

3.5 When required, the Contractor shall cooperate and share the Site with other contractors and public authorities.


3.6 The Contractor shall take full responsibility for the care of the Works and the materials and plant for incorporation in the Works from the commencement date of the Contract until the issuance of the Certificate of Substantial Completion by UNICEF, and UNICEF taking the facilities into use. Provided that the Contractor shall retain full responsibility for any outstanding part of the Works, materials or plant which the Contractor requires during the period necessary to complete the Defects Liability Period obligations.

3.7 The Contractor shall hand over the Operations and Maintenance manual as part of Annex I of Form of Contract and General Conditions of Contract within 14 (fourteen) days of the date of the Certificate of Substantial Completion, as described in Article 17 of this Contract.

3.8 The Contractor shall designate and notify UNICEF in writing the name of a Representative on Site or part of the Works.

4. GENERAL RIGHTS AND OBLIGATIONS OF UNICEF

4.1 UNICEF, shall have unlimited access to supervise the Works. UNICEF shall have the right to review the type, quantity and quality of materials and workmanship used in the Works to ensure compliance with the Contract Documents and the standards defined by this

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Contract.

4.2 UNICEF shall issue all certificates upon satisfaction of conditions necessary for the issuance of such certificates, supply all necessary information and written instructions for the Contractor to carry out the Works properly.

4.3 Further to Article 4 of this Contract, UNICEF shall hand over the site(s) to the Contractor within three working days from the effective Date of this Contract to enable the Contractor to proceed in accordance with this Contract.

4.4 UNICEF shall have the right to issue, and the Contractor shall comply with, additional instructions. Such additional instructions shall complement and/or clarify the Contract Documents and shall have no effect on the definition of the Works, the Prices and/or the Substantial Completion Date(s). Such instructions may take the form of technical specifications, drawings, samples, models or instructions.

5. APPROVAL BY UNICEF

5.1 Approval or acceptance of any part of the Works by UNICEF shall not relieve the Contractor of any of his obligations or responsibilities under the Contract.

6. PROJECT AUTHORITY

6.1 UNICEF and the Contractor shall each nominate a Project Authority who shall be responsible for the day-to-day liaison and management of the Contract.

7. CONTRACT PRICE

7.1 In full and final consideration of the complete and satisfactory performance of its obligations hereunder, UNICEF shall pay the Contractor the following amounts in respect of the completion of the Works (the "Contract Price"):

TOTAL CONTRACT PRICE: 6,466,880.60 MDL

2 The price is not subject to any adjustment or revision because of price or currency fluctuations, the actual costs incurred by the Contractor in the performance of its obligations hereunder or modifications to this Contract or the Contract Documents without a duly signed amendment in accordance with Annex A: General Terms and Conditions.

7.3 All References to fees in Annex A: General Terms and Conditions shall be understood to mean Contract Price.

8. SCOPE OF WORK


8.1 The Contractor shall complete the Works as described in Annex I - Scope of Work.

8.2 The Contractor shall comply with the norms and technical standards applicable to the relevant construction as defined by the Government of Moldova and as defined in the technical specifications attached to this contract.

9. SCHEDULE FOR COMPLETION OF WORKS

9.1 The Contractor shall commence and complete the Works in accordance with the schedule set out in Annex I - Schedule of Completion.

9.2 A works diary shall be kept at the Site and maintained daily by the Contractor. This diary shall describe all works started and completed each day and shall be checked periodically by UNICEF.

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10. PROGRAM TO BE SUBMITTED

10.1 The Contractor shall within 14 (fourteen) days of the date of this Contract submit to UNICEF a program for the execution of the Works. The program should contain all activities required to carry out the Works, and specifically note all critical activities, including critical path, and critical inspection points.

10.2 If at any time, it should appear that the actual progress of the work does not conform to the program, a revised program shall be submitted, showing modifications necessary to ensure completion on time.

10.3 Submission by the Contractor and acceptance by UNICEF of such program or revised program shall not relieve the Contractor of any of their duties or responsibilities under the Contract.

11. SETTING-OUT

11.1 The Contractor shall be responsible for the accurate setting-out of the Works in accordance with the Drawings, including lines, levels, positions, dimension, alignments, etc. of all parts of the Works.

11.2 Bench marks shall be established by UNICEF at all sites, and shall be available for the setting out. The Contractor shall be responsible for maintaining and protecting the bench marks at all times.

11.3 If at any time during the execution of the Works errors are found in this setting-out, the Contractor shall, at his own cost, rectify such error to the satisfaction of UNICEF.

12. MATERIALS AND TESTS

12.1 Further to the requirements of Article 3.3 of this Contract, all materials, plant and workmanship shall be:

- a.- of the respective kinds described in the Contract; and
- b.- subjected to tests as detailed in the Technical Specification.

12.2 UNICEF may request additional tests at anytime. Such tests may be performed on site, at the place of manufacture or at such other place as may be specified or agreed by UNICEF. The Contractor shall provide all necessary assistance for obtaining the samples for testing, and shall provide the samples and carry out the testing at his own cost. UNICEF may at its own discretion take samples and carry out tests in addition to those done by the Contractor.

13. QUALITY CONTROL

13.1 The Contractor shall, before start of the works, provide to UNICEF their plan for assuring that the quality of the work shall be to the requirements of the Contract, and describing the methods intended to be used for quality control of materials, plants and workmanship used in the Works.


14. INSPECTION

14.1 Further to the requirements of Article 3 of this Contract, UNICEF shall at all times be given access to the site or to any place of fabrication of materials or plant to be supplied under the Contract, in order to inspect and request testing of such materials or plant, and the Contractor shall make arrangements for such tests to be carried out at his own cost.

14.2 Any materials or plant found not to be in accordance with the Contract shall be rejected by UNICEF and shall be removed from site immediately.

15. RATE OF PROGRESS

15.1 If for any reason, which does not entitle the Contractor to an extension of time as provided by Article 16.1 of this Contract, the rate of progress of the Works or any section of the Works is at anytime considered by UNICEF to be too slow to comply with the time for completion, the Contractor shall immediately take such steps as are necessary to expedite progress so as to be able to complete the

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Works on time. The Contractor shall not be entitled to any additional payment for taking such steps.

16. DELAYS AND EXTENSION OF TIME

16.1 The Contractor may be entitled to an extension of time in the event of the following:

- 1) a substantial increase in the amount of work to be done under the Contract;
- 2) exceptionally adverse climatic conditions; or
- 3) other special circumstances which may in the Contractor's opinion prevent or hinder the progress of the Works.

16.2 The Contractor shall immediately inform UNICEF of the need for extension of time, and within 14 (fourteen) days from the occurrence of the event, provide all necessary details of the occurrence to enable UNICEF to make an assessment of the entitlement. UNICEF may at its sole discretion grant such extension of time as it considers reasonable under the circumstances.

17. SUBSTANTIAL AND FINAL COMPLETION

17.1 Prior to Substantial Completion, UNICEF and the Contractor shall inspect the Works at the Site to identify any defects resulting from defective materials or poor workmanship, and agree on the period required for the Contractor to correct all defects. UNICEF shall issue a certificate of substantial completion (the "Certificate of Substantial Completion") provided that all defects are corrected and the Works are satisfactory according to the Contract Documents and the standards defined by this Contract.

17.2 The Works shall be deemed substantially completed when they are completed in accordance with the Contract Documents and the standards defined by this Contract or when they are effectively used for the purpose for which they are intended.

17.3 Upon signature of the Certificate of Substantial Completion at the Site, the Site and Works shall be taken over by UNICEF.

17.4 UNICEF and the Contractor shall carry out a final inspection at the Site (the "Final Inspection") SIX (6) months after the issuance of the Certificate of Substantial Completion for the Site. The Works shall be deemed to be finally completed when all Defects that have become apparent during the 6 months after the issuance of the Certificate of Substantial Completion have been remedied by the Contractor and UNICEF considers the Works to be satisfactory according to the Contract Documents and the standards defined by this Contract. UNICEF shall then issue a Certificate of Final Completion.

18. COMPLETION AND TAKE OVER

18.1 The Work is defined as taken over by UNICEF at the time of the issuance of Certificate of Substantial Completion, as described in Article 17 of this Contract. The issuance of Certificate of Final Completion shall be deemed to be the date of the actual completion of the Contract.


18.2 The condition described in Article 17.4 of this Contract shall be deemed to mean the final taking over of rectified defects and outstanding parts of the Works, as defined in accordance with Article 17.2 of this Contract.

18.3 UNICEF will hand over the works to the institutions' administration at the same time of the reception of the building from the contractor, no later than the 'Substantial Completion Date'.

19. TAKING OVER OF SECTIONS OR SEPARABLE PARTS OF THE WORKS

19.1 In accordance with the procedure set out in Article 18 of this Contract, the Contractor may request and UNICEF may agree to issue a Certificate of Substantial Completion in respect of:

1. any substantial part for which a separate time for completion is provided in Article 9 of this Contract; or
2. any substantial part of the Works which has been both completed to the satisfaction of UNICEF, and may be occupied or used by UNICEF or the beneficiaries.

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19.2 Such Certificate of Substantial Completion for a part of the Works shall not relieve the Contractor of his responsibilities under the Contract, and the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work and rectification of defects in that part of the Works during the Defects Liability Period as provided in Article 27 of this Contract. A separate Defects Liability Period shall apply for each separate section or separable part taken over in accordance with the above

20. STRUCTURAL INTEGRITY [ONLY FOR COMPLEX STRUCTURES LIKE WATER SUPPLY SYSTEMS OR MULTI-STORY BUILDINGS]

20.1 The Contractor shall provide a written guarantee of the integrity of the structure of the building, which shall remain valid for a period of at least ten (10) years. The guarantee shall be submitted to UNICEF prior to issuance of the Certificate of Substantial Completion.

21. EXAMINATION OF WORK BEFORE COVER UP

21.1 The Contractor shall afford full opportunity for UNICEF to examine and measure any such part of the Works which is about to be covered up or put out of view. Unless specifically agreed in writing, no part of the Works shall be covered up or put out of view without the approval of UNICEF. A specific list of construction elements ("inspection" points and "hold" points) to be inspected before cover up shall be agreed in advance. The specific construction points defined as "hold" points shall require a written signature of acceptance by UNICEF before cover up. The Contractor shall give UNICEF ample time to arrange the necessary examination.

22. ACCEPTANCE OF THE WORK

22.1 UNICEF shall have a reasonable time after completion of the Works or part of the Works, and before issuance of the Certificate of Substantial Completion, to inspect the Works and to reject and refuse acceptance of Works not conforming to the Contract. Inspection prior to completion of Works does not relieve the Contractor from any of its obligations under the Contract.

23. INVOICING INSTRUCTIONS

23.1 The Contractor shall submit the original invoice in accordance with process set out in Article 3.2 of Annex A: UNICEF General Terms and Conditions of Contract (Service) to the following address: UNICEF Moldova, UN House 131, 31 August 1989 street, Chisinau, Moldova

ATTENTION: Viorica Volovei

24. PAYMENT

24.1 UNICEF will process payments based on invoices issued on a monthly basis or when the implemented tranche of works value has reached 300,000 MDL (approx. the equivalent of 18,000

USD). All invoices should have attached a copy of the progress of works report for the invoiced period. The reports shall bear the signatures of the Construction Company's site Manager, Local public Authority site supervisor on site and the UNICEF Construction Engineer.


Ten percent (10%) of each payment will be retained by UNICEF and will be paid in full after the defect liability period end and the signature of the final reception document. The Contractor will clearly provide in the invoices the payment due amount and the retained amount.

All or a portion of payment can be withheld if performance is unsatisfactory, if work/outputs are incomplete, not delivered for failure to meet deadlines.

24.2 All payments shall be made by UNICEF to the following bank account of the Contractor:

Name of Bank: Mobiasbanca-OTP Group SA
Account Number: MD21MO2224ASV54831517100
Bank code: MOBBMD22

25. ADVANCE PAYMENT GUARANTEE (NOT APPLICABLE)

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26. CIVIL WORKS INSURANCE

26.1 The Contract must be accompanied by a civil works insurance contracted by the Contractor to comprehensively cover the risks of damages caused during the works execution, Defect Liability period plus 30 days after the signature of the Final Completion Certificate. The insurance should be provided by the Contractor seven days after the contract signature the latest. Only site preparation works are allowed prior to insurance issuance.

26.2 The insurance policy should cover at least the damages caused by the Contractor or natural causes to the buildings, equipment and furniture, internal networks and communication, as well as any damages caused to third parties, such as but not limited to Contractor's personnel, beneficiary institution's staff, visitors, children and parents. If for any reason the works are delayed, the Contractor shall have to submit a new insurance valid 180+30 days after the revised Substantial Completion of the works. This new insurance shall be submitted at least two months before the expiring date of the original Performance Guarantee.

27. PERFORMANCE AND DEFECT LIABILITY GUARANTEE (NOT APPLICABLE)

28. INTEREST ON GUARANTEES

28.1 UNICEF shall not pay any interest on Guarantees provided in Articles 25, 26 or 27 of this Contract or any other Guarantee provided by the Contractor.

29. DEFAULT BY CONTRACTOR

29.1 In case of default on the part of the Contractor in performing any part of the Works or in carrying out an instruction issued by UNICEF within a reasonable time, UNICEF shall be entitled to employ and pay other persons to carry out the same. Costs consequent thereon or incidental thereto shall be deducted by UNICEF from any monies due or to become due to the Contractor.

30. LIQUIDATED DAMAGES

30.1 If the Contractor fails to complete the Works in accordance with the dates stipulated in Article 9 above, UNICEF shall have the right to deduct from any payment due to the Contractor the amount of one tenth of a per cent (0.1 %) of the Contract Price per day of delay up to a maximum of ten per cent (10%) of the Contract Price. These liquidated damages shall not relieve the Contractor of his obligations or responsibilities that he may have under the Contract.

31. SITE INSPECTION BY THE CONTRACTOR

31.1 The Contractor shall have inspected and examined the Site, its surroundings, data on sub-surface and hydrological conditions and environmental aspects. The Contractor shall be responsible for the correct positioning of the Works and shall rectify any error in the positions, levels, dimensions or alignment of the Works.


31.2 The Contractor is required to thoroughly familiarize itself with the conditions on site as provided by Article 31.1 above. This may include geotechnical and other site or environmental investigations as the Contractor deems necessary, at the Contractor's own cost.

31.3 For some sites preliminary site surveys and investigations shall be made available to the Contractor. These shall be for information only and are made available without prejudice and shall not constitute any contractual guarantee by UNICEF.

31.4 The Contractor shall be deemed to have satisfied himself of the adequacy of his Bid price to cover all his obligations under the Contract.

32. FIRE PREVENTION

32.1 The Contractor shall be responsible for fire prevention on the Site where the Works are being performed. Fire fighting equipment shall be kept on Site and under the control of the Contractor at all times during the period when Works are taking place on the Site and

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during rest breaks. The Contractor shall ensure that his employees and sub-contractors can operate the fire fighting equipment. All fire fighting equipment must be in good working condition. The Contractor's employees and sub-contractors shall carry out any operations requiring exposed flame or welding in a careful and safe manner.

33. SITE CLEANLINESS

33.1 The Site shall be kept clean of debris at all times. Progressively and at the end of the Works, the Contractor shall, according to the instruction of UNICEF, clean and keep clean the buildings and the Site.

33.2 Upon the issuance of the Certificate of Substantial Completion as provided by Article 17 of this Contract, the Contractor shall clear away and remove from site all equipment, surplus materials, rubbish and temporary works of every kind, and leave the site in a clean and functional condition.

34. CARE OF THE ENVIRONMENT

34.1 The Contractor shall ensure that minimal damage occurs to the environment, the vegetation, existing structures and utilities as a result of the Works. The Contractor shall be responsible to remedy damage, other than minimal damage, to the environment, the vegetation, existing structures and utilities at no cost to UNICEF.

35. TRAFFIC AND PROTECTION OF ROADS, PROPERTIES AND SERVICES

35.1 The Contractor shall carry out all work in connection with this Contract so as not to interfere unnecessarily or improperly with the convenience of the public and with access to, use and occupation of roads, footpaths, public services or property not in the Contractor's possession.

35.2 The Contractor shall use every reasonable means to prevent damage to roads, bridges and services, and shall select routes and limit extraordinary traffic to avoid unnecessary damage or injury.

35.3 Where necessary to divert or control traffic, the Contractor shall, in cooperation with traffic control authorities if required, provide all necessary facilities and resources at his own cost.

35.4 The Contractor shall be responsible for and shall pay the cost of any strengthening or improvement of routes to the site, in order to facilitate movement to site of equipment, temporary works, materials, etc. This shall apply to all necessary relocation of services.

35.5 The above shall also apply to any waterborne traffic required for the Works, in so far as it may affect docks, jetties, sea walls, etc.

35.6 The Contractor shall bear all costs and charges for special or temporary permits required in connection with access to site.


36. REPORTING AND RECORDS

36.1 The Contractor shall provide regular reports detailing the progress of the Works, costs incurred and estimate of time and costs to completion. Reports shall be submitted on a monthly basis in a format to be mutually agreed upon by the Parties within ten (10) days after signing of this Contract.

36.2 The Contractor shall maintain records and receipts for the purchase of all Materials and remuneration of labor used in the Works and shall make such records and receipts available for inspection by the Designated Representative, upon request.

37. SAFETY OF CONTRACTOR'S PERSONNEL AND SUB-CONTRACTORS

37.1 The Contractor shall take all possible care to safeguard his employees and any person visiting the Site from danger to life or health, and shall issue his employees with appropriate safety protection equipment required by the relevant regulations. Safety rules shall be established for the Site, and shall be made readily available to all personnel. All personnel shall receive adequate safety training. Any person found violating safety procedures shall be liable for dismissal from the Site.

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CONTRACT NO	AMENDMENT NO	CONTRACTOR	ISSUING OFFICE
43321015		1900719421	Chisinau, Moldova
Agreement entered into between UNICEF and: (Hereinafter referred to as "The Contractor")		NAME AEDIFICATOR SRL	CONTACT PERSON Ana Cozari
CURRENCY MDL	ADDRESS 33 G Adam Ungheni, MD3601 Rep of Moldova E-MAIL aedificator.srl@mail.ru	TELEPHONE NO. 37379423063	FAX NO.

37.2 In case of any accident or mishap occurring at Site, the Contractor shall provide a full report of such incidence to UNICEF within one day of the incident occurring, giving probable reasons for the accident and any steps the Contractor shall take to avoid recurrence.

37.3 None of the Works shall be carried on during the night or on locally recognized days of rest without the consent of UNICEF, except when work is unavoidable or absolutely necessary for the protection of life or property, or for the safety of the Works.

38. LOSS OR DAMAGE

38.1 If any loss or damage occurs to any part of the Works, materials or plant for incorporation in the Works during the period of this Contract, the Contractor shall at his own cost rectify such loss or damage to the full satisfaction of UNICEF.

39. ADDITIONAL INSURANCE

39.1 In addition to the insurance the Contractor is obliged to procure and maintain in accordance with Annex A: General Terms and Conditions, the Contractor shall insure the Works, together with materials and plants for incorporation in the Works, to the full replacement cost during the time this is in the care of the Contractor.

40. FOSSILS, CULTURAL HERITAGE, ETC.

40.1 Any fossils, coins, articles of value or antiquity and structures or things of geological, archaeological or cultural interest discovered on site shall, for the purpose of this Contract, be deemed to be the property of UNICEF. The Contractor shall take all reasonable precautions to prevent removal or damage to any such article or thing, and shall immediately notify UNICEF of such discovery. UNICEF shall, in each case, decide on course of action for dealing with what has been discovered.

41. SUSPENSION BY UNICEF

41.1 Without prejudice to any other rights and remedies available to it, UNICEF may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor or the Contractor's obligation to continue performance under this Contract, if in UNICEF's judgment:

41.1.1 Any conditions arise which interfere, or threaten to interfere, with the successful completion of the services under this Contract, or execution of the Works or the accomplishment of the purpose thereof; or

41.1.2 The Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

41.2 After suspension under Article 41.1 above, the Contractor shall be entitled to reimbursement by UNICEF of actual and substantiated costs resulting from commitments entered into in accordance with this Contract prior to the commencement period of such suspension. The Contractor undertakes to use best efforts to minimize any such costs and shall include a provision in its contracts with sub-contractors, which entitles it to suspend such sub-contracts during any suspension period under this Contract.

42. TERM


42.1 This Contract shall commence on the Commencement Date and terminate 30 after the signature of the Final Completion Certificate; provided however that either Party may exercise its right to early termination in accordance with this Contract.

42. VARIATIONS

42.1 Further to the requirement under Annex A: General Terms and Conditions, if the total scope of work is changed either by:

- 1) UNICEF ordering or requesting an increase or decrease in the scope of work, or
- 2) special conditions on site necessitating a change to the scope of work

42.2 The Contractor shall send a request for variation as soon as he becomes aware of, or should have become aware of, the need for a variation. Within 14 (fourteen) days the Contractor shall provide all necessary details of the variation to enable UNICEF to make an

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CURRENCY MDL	ADDRESS 33 G Adam Ungheni, MD3601 Rep of Moldova E-MAIL aedificator.srl@mail.ru		TELEPHONE NO. 37379423063	FAX NO.

assessment of the entitlement.

42.3 Such variation shall be valued by UNICEF in accordance with the rates shown in the Bill of Quantities in so far as they are applicable, and the monies due to the Contractor shall be increased or decreased accordingly.

42.4 If the rates in the Contract are not considered to be appropriate or applicable, UNICEF shall for the purpose of valuation of variations fix such other rates as are considered reasonable.

42.5 No work shall proceed on any variation without a written instruction to that effect by UNICEF.

43. NOTICES

43.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing in accordance with Article 10.1 of Annex A: General Terms and Conditions of Contract # Services, and addressed and sent by registered mail or facsimile to such Party as follows.

a) If to UNICEF:

UNICEF, the United Nations Children's Fund Moldova Country Office

TEL: +37360201035

FAX: N/A

Attn: Radu Bradescu, Procurement and Administrative Associate

b) If to the Contractor:

Tel: +37379423063

Fax: N/A

Attn: Ana Cozari, Director


44. EFFECTIVE DATE

The effective date of this Contract shall be the date both Parties have signed the same.

SPECIAL TERMS AND CONDITIONS


MARKINGS

INVOICING INSTRUCTIONS

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43321015		1900719421	Chisinau, Moldova	
Agreement entered into between UNICEF and: <i>(Hereinafter referred to as "The Contractor")</i>		NAME	CONTACT PERSON	
		AEDIFICATOR SRL	Ana Cozari	
CURRENCY	ADDRESS		TELEPHONE NO.	FAX NO.
MDL	33 G Adam Ungheni, MD3601 Rep of Moldova E-MAIL aedificator.srl@mail.ru		37379423063	

AMENDMENT REASON

THE GENERAL TERMS AND CONDITIONS SPECIFIED IN THE ANNEX A APPLY TO THIS CONTRACT

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CURRENCY MDL	ADDRESS 33 G Adam Ungheni, MD3601 Rep of Moldova E-MAIL aedificator.srl@mail.ru		TELEPHONE NO. 37379423063	FAX NO.

Contract valid from : 08.04.2021
 Contract valid to : 30.05.2022
 Payment currency : MDL
 Payment terms :
 Delivery terms :
 Total amount : 6,466,880.60

Provision of the following services

Renovation works of roof, facades, heating system and sanitary blocks,
 "Prichindel" kindergarten, Cahul, Moldova

CONTRACT ACKNOWLEDGEMENT AND ACCEPTANCE

IMPORTANT

The contractor is required to sign the Contract Acknowledgement and Acceptance form through an authorised representative and return the form to UNICEF within five working days. Please note that UNICEF may cancel the contract without notice until it receives the signed Contract Acknowledgement and Acceptance 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 CONTRACT TERMS AND CONDITIONS ACCEPTED

PREPARED BY SIGNATURE <u>Viorica Volovei</u> DATE <u>08-04-2021</u> NAME AND TITLE: VIORICA VOLOVEI, EDUCATION OFFICER	I acknowledge that I have read and accepted the contents and conditions stipulated in this contract
AUTHORIZED OFFICER SIGNATURE <u></u> Date <u>08-04-2021</u> NAME AND TITLE: MAHA DAMAJ, UNICEF REPRESENTATIVE On behalf of the United Nations Children's Fund	
	SIGNATURE OF CONTRACTOR <u>Ana Cozari</u> DATE <u>09-04-2021</u> NAME AND TITLE: Director

ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

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

"Affiliates" means, with respect to the Contractor, 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.

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

"Contractor" means the contractor named in the Contract.

"Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.

"End User" means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fee" is defined in Article 3.1.

"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.

Contractor's "Key Personnel" are: (i) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the Contract; (ii) Personnel whose resumes were submitted with the proposal; and (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

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

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

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

"Services" means the services specified in the relevant section of the Contract.

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of 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 Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. Provision of Services and Deliverables; Contractor's Personnel; Sub-Contractors

Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor 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 and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its

ANNEX A

GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. 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 Contractor. 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.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

- (a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);
- (b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;
- (c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;
- (d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;
- (e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

Contractor's Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor's Personnel:

- (a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.
- (b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- (c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.
- (d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.
- (e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14)

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GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. 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.

2.12 The Contractor confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor 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 Contractor will further cooperate with UNICEF's implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and 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.

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) 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 2.14.

3. Fee, Invoicing; Tax Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor 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 Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor 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) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor'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 Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor 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 Contractor 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 Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor 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 Contractor's invoice within thirty (30) days of receiving both the invoice and the required 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 Contractor 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 Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor'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 Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

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

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GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor 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 Contractor 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 Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor 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) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, 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 any Deliverable or other work resulting from the Services. The Contractor 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 Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

Indemnification

4.4 The Contractor 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 UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor 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 copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables 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 terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor 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 Contractor 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

4.6 The Contractor will comply with the following insurance requirements:

- (a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor'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 in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;
 - (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 Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(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.

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- (c) The Contractor 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 Contractor's insurance required under this Article 4.6 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 Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.
- (f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

Liability

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

5. Intellectual Property and Other Proprietary Rights; Data Protection; 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 including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor 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 Contractor under the Contract. The Contractor 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 Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free 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 Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (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 or in connection with the subject matter 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 Contractor 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 Contractor (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 Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 The Contractor 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 written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

5.6 The Contractor confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Contractor will comply with any guidance or conditions on access and disclosure notified by UNICEF to Contractor in respect of UNICEF Data.

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5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfill its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

- (a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor 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 arbitration 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
- (b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or
- (c) if the Contractor (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 Contractor, (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 Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor 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 on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

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6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

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

Force Majeure

6.8 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 Contractor (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 Without limiting the generality of Article 2 above, the Contractor 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 Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor 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 Contractor 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 Contractor 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 Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor 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 Contractor, 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 Contractor, without any liability for termination charges or any other liability of any kind.

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7.8 The Contractor 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 Contractor 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 Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor 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 Contractor 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 Contractor 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 Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(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.

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or 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 Contractor's compliance with the provisions of Article 7 above. The Contractor 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 Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor'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 Contractor 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 Contractor 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 The Contractor 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 Contractor's rights or obligations under the Contract.

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

11.6 The Contractor 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.

11.7 The Contractor 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 Contractor and its Personnel and sub-contractors, the Contractor 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 prior written permission of UNICEF.

11.8 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.

11.9 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 Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.10 The provisions of Articles 2.14, 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.