

THIS LONG TERM ARRANGEMENT FOR SERVICES (HEREINAFTER REFERRED TO AS LLTS) FOR [_____] (together with the schedules and attachments hereto, this "Agreement") is made on [_____];

BETWEEN: UNICEF, THE UNITED NATIONS CHILDREN'S FUND ("UNICEF"), an international inter-governmental organisation established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. and having an office at the address: 1 Klovskiy Uzviz, Kyiv, Ukraine; represented by Giovanna Barberis, acting on the grounds of the Basic Cooperation Agreement between the Government of Ukraine and UNICEF;

AND: [_____] , a corporation organized and existing under the laws of Ukraine and having its principal offices at the address: [_____] (equally referred to as the "Contractor or LLTS Holder"), represented by [_____] , [_____] , acting on the grounds of the [_____]; 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 organisations 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. UNICEF wishes to enter into a Long Term Arrangement for Services, as abbreviated to LLTS, to provide services [_____] as described in this LLTS:

[_____]
[_____]
[_____]

whereby:

- a) The LLTS will be established between UNICEF Country Office in Ukraine and the awarded LLTS holder: [_____].
- b) UNICEF will place Corporate Contracts against the LLTS for each respective services.

C. By Request for Proposal (RFP) No. [_____] , dated [_____] , UNICEF Ukraine invited proposals for the provision of [_____] Services; the LLTS holder responded proposals to the RFP No. [_____] , dated [_____] representing that it is qualified, capable and willing to provide the required services.

UNICEF wishes to engage LLC [_____] to undertake the work as described in this LLTS as may be required from time to time pursuant to a Corporate Contract(s), all on the terms and conditions set forth in this LLTS; and LLC [_____] represents that it is qualified, ready, able and willing to carry out the work on the same terms and conditions;

And the LLTS holder acknowledges that:

- a) UNICEF is not obligated to order any minimum quantity of Services from the LLTS holder, pursuant to this LLTS.
- b) UNICEF shall not be liable for any cost in the event that no purchase of Services is made under this LLTS; and
- c) This Arrangement is non-exclusive, and UNICEF is entitled to procure the same or similar Services from other Contractors, as it sees fit.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. LLTS Documents

1.1. This document and all annexes hereto, together with the following named documents, which are incorporated herein by reference, constitute the entire LLTS (herein referred to as "the LLTS" or "this LLTS") between UNICEF and the LLTS holder:

- a) The Proposal from LLC [_____];
- b) The Request for Proposal No. [_____] (Technical and Financial Proposals);

The Scope of Work to be provided by the LLTS Holder is subject to conditions of the Proposal from LLC [_____] received by UNICEF in response for LRPS-[_____] (Technical and Financial Proposals), which form an inalienable part to this LLTS.

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

- a) this document;
- b) the RFPS Proposal submitted by LLC [_____] (Technical and Financial Proposals); and
- c) the Request for Proposal No. [_____].

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

2. Term and Termination

2.1 The LLTS shall be valid for a term of [_____] months, and shall commence on [_____] upon signature by both parties and expire at midnight on [_____] (Kyiv Time), unless earlier terminated in accordance with the provisions of this LLTS.

UNICEF shall be entitled to renew the LLTS for a further term of [_____] months and on the same terms and conditions, by giving the LLTS holder written notice of its intention to renew the LLTS not less than 30 days prior to the Expiry Date.

2.2 Either party may terminate this LLTS upon three (3) months written

notice to the other party, stating the reason for the termination.

2.3 In the event of a breach by one of the Parties, of a provision or provisions of the LLTS, the other party may for valid cause, terminate the LLTS upon 30 days written notice to the party in default, stating the reason for the termination.

2.4 In the event of a termination of this LLTS:

a) The LLTS holder shall take immediate steps to cease provision of Services in a prompt and orderly manner and shall not undertake any forward commitments from the date of the termination notice;

b) The LLTS holder acknowledges that UNICEF shall only pay the LLTS holder for Services ordered as per subsequent Corporate Contracts, which were satisfactorily provided in accordance with the LLTS, to the date of the termination notice.

3. Project Authority

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

4. Provision of Services

4.1 UNICEF may issue Corporate Contracts to the LLTS holder, from time to time during the term of this LLTS, making reference to this LLTS, and setting out the requirements and other instructions for the delivery of the Services.

4.2 The LLTS holder agrees to provide the Services to UNICEF pursuant to the Corporate Contracts received during the term of the LLTS, which shall conform to the description of the services and the prices specified in this LLTS.

5. Specifications and Deliverables

The LLTS holder shall be responsible to complete the work as described in this LLTS with Annexes attached hereto. The LLTS holder shall perform its obligations under this LLTS with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.

6. Delivery Date

Delivery Date is to be understood as the time each work assignment is completed at the location indicated for delivery.

7. Price

UNICEF shall pay the LLTS holder for the services performed in accordance with the terms of this LLTS a sum which shall be based on the services performed by the LLTS holder.

The LLTS holder shall not perform any work or services or provide equipment, products, materials or supplies which may result in the Price being exceeded without a prior written amendment of the LLTS.

The prices indicated in this LLTS are fixed in USD in accordance with the Price Proposal submitted by the LLTS holder to LRPS- [_____]. The Price Proposal shall form an inalienable part to this LLTS. The prices shall remain fixed for the entire period of validity of this LLTS.

Any contract resulting from this LLTS shall be raised in national currency of Ukraine with prices of services fixed in UAH in accordance with those of Price Proposal and this LLTS and in accordance with UN Exchange Rate operational at the moment of raising each respective Contract.

8. Payment

8.1 UNICEF shall, on fulfillment of the delivery terms, make payment within 30 days of receipt of the LLTS holder's invoice for the services.

8.2 UNICEF shall promptly notify the LLTS holder of any dispute or discrepancy in the content or form of the invoice. The value of such disputed items as per the LLTS shall be deducted from the invoice(s) in which they appear and the balance will be processed for payment. UNICEF and the LLTS holder shall consult in good faith to promptly resolve any dispute with respect to any invoice or portion thereof. Upon written request from UNICEF the Contractor shall correct the Invoice and provide the amended fully signed original for payment processing.

8.3. The payments shall be done in the national currency of Ukraine - Hryvnia

9. LLTS holder's Personnel

9.1 The LLTS holder shall be fully responsible for all work performed by its employees, agents, servants and sub-contractors under the LLTS and shall only select individuals who are professionally and technically competent to perform the work, with appropriate training as may be required. The LLTS holder shall take all reasonable measures to ensure that all personnel conform to the highest standards of moral and ethical conduct and that they respect local customs which are not otherwise inconsistent with the LLTS holder's responsibilities under the LLTS.

9.2 The LLTS holder shall not assign any person to perform any managerial or supervisory function under this LLTS unless UNICEF has given its prior written approval to the selection of such person. The LLTS holder shall ensure that all personnel engaged to perform work under this LLTS are medically fit to perform the work and adequately covered by insurance for any work related illness, injury, disability or death. The LLTS holder shall submit proof of such insurance satisfactory to UNICEF before commencing any work under this LLTS.

9.3 UNICEF shall not be liable for any action, omission, negligence or misconduct of the LLTS holder's employees, officers, agents, servants and sub-contractors, nor for any insurance coverage which may be

necessary or desirable for the purpose of this LLTS, nor for any costs, expenses or claims associated with any illness, injury, disability or death of such personnel performing work under this LLTS.

10. Inspection and Acceptance

UNICEF shall have a reasonable time after completion of the work to inspect performance of the work and to reject and refuse acceptance of services not conforming to the LLTS. Payment for services pursuant to the LLTS shall not be deemed an acceptance of the services. Inspection prior to completion of the work does not relieve the LLTS holder from any of its obligations under the LLTS.

11. Warranties

The LLTS holder warrants that it will perform the required services using generally recognized commercial practices and standards.

12. Order Confirmation

The LLTS holder shall acknowledge receipt of the Corporate Contract(s) by signing and returning one original copy within five working days of its receipt.

13. Invoicing Instructions

13.1 Invoices must refer to the Corporate Contract as well as the LLTS, and the Corporate Contract and LLTS numbers must be printed on the invoices.

13.2 The LLTS holder shall submit the original invoice to the UNICEF Office in respect of each Corporate Contract issued pursuant to this LLTS.

13.3 Unless otherwise authorised by UNICEF, a separate invoice must be submitted in respect of each Corporate Contract issued pursuant to this LLTS and the LLTS holder shall ensure that all invoices:

- a) Are submitted in English or Ukrainian;
- b) Are payable in the currencies specified in the Corporate Contract
- c) Refer to LLTS No. and the Corporate Contract pertinent to each particular work performed;
- d) Provide clear and specific details of the Services that have been provided pursuant to a specified Corporate Contract number

13.4 Payments for the Services shall be deposited into the LLTS holder's bank account as specified in this Contract and the invoice(s).

13.5 UNICEF shall not pay any charge for late payment unless expressly agreed to in writing.

14. General Provisions

Any notice, request or consent required or permitted to be given or made pursuant to this LLTS will be in writing, and addressed and sent by registered mail or confirmed facsimile transmission as follows:

If to UNICEF:
[_____]

If to the LLTS holder:
[_____]

Notices will be deemed to be effective as follows: in the case of registered mail, seven (07) days after posting; in the case of facsimiles, twenty four (24) hours following confirmed transmission.

The LLTS holder warrants that no official of UNICEF has received or will be offered by the LLTS holder any direct or indirect benefit arising from the LLTS. The LLTS holder agrees that any breach of this provision is a breach of an essential term of the LLTS.

Nothing contained in the LLTS shall be construed as establishing a relation of master and servant or of principal and agent between the Parties or any of them.

The LLTS may be altered, modified or amended only by written instrument duly executed by all Parties.

Requisites of the Parties:

If to UNICEF:

Organization's name: United Nations Children's Fund UNICEF in Ukraine

Legal address: 01021, Klovskiy Uzviz 1, Kyiv, Ukraine

Organization's ID: 000000000

Bank name: Ukreximbank

Bank address: 127 Gorkogo St., Kyiv, Ukraine

Bank code: 322313

Account #: 26001012818899

Represented by Giovanna Barberis, the Representative

If to the LLTS holder:
[_____]

SPECIAL TERMS AND CONDITIONS - SERVICE CONTRACTS

A. DISCLOSURE OF SANCTIONS OR TEMPORARY SUSPENSION

The LLTS holder should not be suspended, debarred, or otherwise identified as ineligible by any organization within the World Bank Group or any other International or UN Organization. The LLTS holder is therefore required to disclose to UNICEF whether its company, or any of its affiliates, is subject to any sanction or temporary suspension imposed by the World Bank Group or any other International or UN Organisation at the time of execution of this contract and throughout the duration of the contract period. The LLTS holder recognises that a breach of this provision will entitle UNICEF to terminate its supply contract with the LLTS holder.

B. UNETHICAL BEHAVIOUR

UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF LLTS holders. Accordingly, any registered LLTS holder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

In the following paragraph, "Personnel" mean the LLTS holder's officials, employees, agents, servants, individual sub-contractors and other representatives

The LLTS holder 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 LLTS holder to perform any services under this LLTS or Corporate Contract raised against it. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the LLTS holder 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 LLTS holder, 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 this LLTS, and any breach of this representation and warranty shall entitle UNICEF to terminate this LLTS or any Corporate Contract raised against it immediately upon notice to the LLTS holder, without any liability for termination charges or any other liability of any kind.

C. CORRUPT AND FRAUDULENT PRACTICES

UNICEF requires that all LLTS holders associated with this LLTS/Contract observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) defines for the purpose of this provision the terms set forth as follows:

(i) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among LLTS holders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the selected LLTS holder have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a LLTS holder ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

D. GUIDELINES ON GIFTS AND HOSPITALITY

LLTS holders shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

E. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the LLTS holder will be unable to deliver the services by the delivery date stipulated in the contract, the LLTS holder shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the LLTS holder's cost, if reasonably so requested by UNICEF.

No grant of time to the LLTS holder to cure a default hereunder, nor any delay or failure by UNICEF to exercise any other right or remedy available to the United Nations under this contract, shall be deemed to prejudice any rights or remedies available to UNICEF under this contract or constitute a waiver thereof.

F. RIGHTS OF UNICEF

In case of failure by the LLTS holder to perform under the terms and conditions of this contract, UNICEF may, after giving the LLTS holder reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

a) procure all or part of the services from other sources, in which event UNICEF may hold the LLTS holder responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;

b) refuse to accept delivery of all or part of the services;

c) terminate the contract without any liability for termination charges or any other liability of any kind for UNICEF;

d) for late delivery of services or for services which do not meet UNICEF's terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the LLTS holder and deducts 0.5% of the value of the services pursuant to the contract per additional day of delay, up to a maximum of 10% of the value of the contract. The payment or deduction of such liquidated damages shall not relieve the LLTS holder from any of its other obligations or liabilities pursuant to this contract.

G. GENERAL TERMS AND CONDITIONS

The UNICEF General Terms and Conditions attached shall apply to this

LLTS all Corporate Contracts subsequently issued pursuant to this LLTS. In the case of any inconsistencies, the following order of precedence shall prevail:

- a) The Corporate Contract
- b) The LLTS

H. LEGAL STATUS

The contractor shall be considered as having the legal status of an independent contractor. Agents or employees of the contractor shall not be considered in any respect as being officials or staff members of the United Nations.

I. OBLIGATIONS The contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its services under this contract. The contractor shall refrain from any action which may adversely affect the United Nations and shall fulfill its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations.

J. TITLE RIGHTS

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided by the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all the necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of the Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the contractor, subject to normal wear and tear.

K. INDEMNIFICATION AND INSURANCE The contractor shall indemnify, hold and save harmless and defend, as its own expenses, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This

clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventories or devices. In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance. The contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other Claim or demand against the contractor.

L. ARBITRATION

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNICITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

M. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this Contract shall be made except by prior written agreement between UNICEF and the contractor. The Contractor shall not assign, transfer, pledge, sub-contract or make other disposition of this Contract or any part thereof, or of any of the contractor's rights, claims or obligations under this Contract except with the prior written consent of the United Nations.

N. OFFICIALS NOT TO BENEFIT

The contractor represents and warrants that no official of the United Nations has been, or shall be, admitted by the contractor to any direct or indirect benefit arising from this Contract or the award thereof. The contractor agrees that breach of this provision of an essential term of this Contract.