



Model

Contract for the Rental of a Vehicle with Driver

THIS CONTRACT is entered into this _____ [insert date] in the City of _____ [insert city] between the United Nations Development Programme, a subsidiary organ of the United Nations, an international organization established by treaty, represented by its Resident Representative, having its address at _____ (hereinafter referred to as “**UNDP**”) and _____ [insert name], a _____ corporation, having its address at _____ (hereinafter referred to as “**Owner**”). UNDP and the Owner are hereinafter collectively referred to as the “**Parties**.”

I. CONTRACT DOCUMENTS

This Contract is comprised of the following documents with order of precedence as indicated below in the event of any conflict between or among them:

- a. UNDP General Conditions - Annex B.
- b. This document
- c. Terms of reference/detailed specifications - Annex A.

II. CONTRACT TERM

This Contract shall for commence on _____ and expire on _____ unless otherwise terminated in accordance with Article 15 of the General Conditions attached as Annex B. Upon completion of the above term, UNDP has the option to renew the Contract for additional periods, on the same terms and conditions.

III. OBLIGATIONS OF OWNER

- 3.1 The Owner shall make available to UNDP a vehicle and Driver in accordance with Annex A of this Contract for UNDP use during the period of operation as prescribed in 3.2 below.
- 3.2 The vehicle and Driver shall be made available on request normally during working days [Monday-Friday, Saturday-Thursday, etc.] between the hours of [0600hrs. and 2000hrs]. A weekly schedule will be provided in advance but exceptional requests may be made for operation outside normal hours. During the period of operation for UNDP, the vehicle shall carry passengers or goods authorized by UNDP.



- 3.3 The vehicle shall be:
- Clean, inside and out, and free from any unpleasant odor;
 - Road-worthy and in good condition;
 - Equipped with necessary safety items, including fire extinguisher, seat-belt restraints, spare tire, mechanical jack and basic hand tools;
 - Compliant with applicable insurance, safety or other motor vehicle requirements;
 - Registered with a reputable towing services firm with 24-hour on-call and on-the-road assistance with nationwide coverage; and,
 - Registered for operation during the period of his Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law.

During the period of operation, UNDP reserves the right to require that the vehicle carry markings that identify it as a UNDP vehicle. These markings are to be removed when the vehicle is no longer used exclusively by UNDP.

- 3.4 The Driver shall be:
- Properly trained in the operation and maintenance of the vehicle;
 - Sufficiently experienced with at least 5 years experience as a Driver;
 - Licensed for operating a motor vehicle, including for passenger service if available;
 - Familiar with local routes and destinations;
 - Properly attired during hours of operation; and
 - Observes at all times basic courtesy to passenger(s), fellow motorists and road authorities.

The Driver shall conform to the standards set forth in Article 3 of the General Conditions of Contract (Annex B). UNDP reserves the right to review the qualifications of the Driver before commencement of service, or at any other time during the term of this Contract, but shall have no obligation to do so. At UNDP request, the Driver shall be replaced with another meeting the above conditions.

- 3.5 The Owner shall be fully responsible for operation of the vehicle and ensure that the Driver operates the vehicle in accordance with applicable law. The Owner shall be fully responsible for payment of salary and other benefits to its Driver as required by the governing labor laws. UNDP shall not be liable for any action, omission, negligence or misconduct of such Driver, nor for any costs, expenses or claims associated with any illness, injury, death or disability of such Driver performing services in connection with this Contract. UNDP shall have no responsibility vis-à-vis the Driver.
- 3.6 During the period of operation for UNDP, the Driver shall receive instructions solely from the UNDP authorized passenger and travel the most efficient, safe and secure route to any indicated destination, without deviation for personal or



other reasons not associated with UNDP interests, and without interruption of UNDP's purposes for the trip.

- 3.7 The Owner shall be fully responsible for any and all maintenance, servicing and repair needs of the vehicle during the term of this Contract, and all costs related thereto, and shall ensure that the vehicle operates properly during the term of this Contract. Except in the case of emergencies, the Owner shall ensure that service and repair does not take place during the hours that UNDP requires the vehicle, or at any other time that will interfere with UNDP's purposes for the use of the vehicle.
- 3.8 UNDP reserves the right to inspect the vehicle before putting it into service under the terms of this Contract, or at any other time during the term of this Contract, but shall have no obligation to do so. In the event UNDP opts to inspect the vehicle, such inspection shall be carried out in the presence of the Owner or the Owner's designate. If an inspection reveals that the vehicle is not in a road worthy condition, requires service or repair or does not otherwise comply with the terms of this Contract, the Owner shall promptly have such work done, at its costs and expense, failing which UNDP reserves the right to terminate the Contract for cause.
- 3.9 The Owner is responsible for any items left in the vehicle by UNDP passengers. Such items shall be returned to UNDP promptly upon discovery.
- 3.10 Third party liability insurance required under Article 8.3 of the General Conditions, attached hereto as Annex B, shall include coverage for all passengers including UNDP personnel and other authorized passengers.

IV. Payment

- 4.1 For the satisfactory completion of the services under this Contract, UNDP shall pay an amount not to exceed _____ calculated as a daily charge of ____ [*for example* \$50] for actual used during the period of operation plus a unit charge of ____ [*for example* \$ 0.30] for duly receipted cost of fuel based on the actual kilometers traveled during the period of operation.
- 4.2 For purposes of calculating fuel cost, the Driver shall have the odometer reading certified at the beginning and end of each trip for UNDP and shall bear the responsibility of securing receipt for presentation to UNDP upon request or appropriate billing. The certified records shall be submitted together with the Owners invoice. All other billings for incidental expenses incurred during UNDP's use of the vehicle shall be at cost and supported by official receipts, subject to UNDP's acceptance to bear such costs.



- 4.3 Payments shall be made on a [monthly]¹ basis within thirty (30) days of the submission of an invoice by the Owner, together with all appropriate substantiating documentation. UNDP reserves the right to withhold payment if UNDP disputes an invoice, or a portion thereof.
- 4.4 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 4.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services
- 4.6 Payments shall be made by wire transfer to the following bank and account:
- Bank Name:
Account Number:
Name of:
ABA Routing Number:
- 4.7 If the vehicle is out of service during the hours that it is to be available for UNDP, UNDP shall be entitled to [____ rebate on the fees], as detailed in Annex A.

V. Notices

Any notices required to be given hereunder shall be delivered by hand delivery, recognized courier service [or registered mail] and shall be deemed to have been received on the earlier of (i) the date of actual receipt, or (ii) one (1) business day after being given to an express courier with a reliable system for tracking delivery.

In the case of UNDP:

In the case of OWNER:

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have affixed their signature below:

¹ For short-term rentals, payment terms should be adjusted accordingly.



For and on behalf of Owner,

By

(Name and Title)

(Signature)

(Date)

For and on behalf of the United Nations
Development Programme,

By

(Name and Title)

(Signature)

(Date)



ANNEX A Terms of Reference/Detailed Specifications

[Describe required use of vehicle, including hours; description/condition of vehicle, detailed requirements, including obligations for fueling, service schedule. Ensure references in the main contract document to Annex A are adequately addressed.]



ANNEX B

UNITED NATIONS DEVELOPMENT PROGRAMME GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising



from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.



9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP 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.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential



and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall



take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is



exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.



22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.