

**UNITED NATIONS CHILDREN’S FUND (UNICEF)**

wishes to enter into a Long Term Arrangement for construction works  
with

**NAME OF VENDOR**

for the provision of the following construction works

**DESCRIPTION OF THE WORKS**

as stipulated in the attached document

**THIS LONG TERM ARRANGEMENT FOR WORKS** (this “LTA-W”) is made between:

- (1) **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 [**UNICEF OFFICE ADDRESS**]; and
- (2) [**COMPLETE COMPANY NAME**] (the “Contractor”), a corporation established and existing under the laws of [**COUNTRY**] and having its principal offices at [**ADDRESS**],

together the “Parties” and each one of them a “Party”).

**WHEREAS:**

- A. UNICEF is an integral part of the United Nations, and works with governments, civil society organizations and other partners worldwide to advance children’s rights to survival, protection, development and participation, guided by the Convention on the Rights of the Child.
- B. The Contractor has offered and UNICEF has agreed to enter into an arrangement pursuant to which, during the term of the arrangement, the Contractor will provide to UNICEF such works (the “Works”) and deliverables (the “Deliverables”) as described in the relevant section of this LTA-W as UNICEF may order by issuing to the Contractor a UNICEF LTA Standard Contract for Works (Form A) or a UNICEF LTA Standard Contract for Works (Form B) in the forms at Annex B to this LTA-W (each a “Contract for Works”), on the terms and conditions, including as to rates and prices, set out in this LTA-W.
- C. The Contractor has represented that it possesses and through the term of this LTA-W will continue to possess the requisite knowledge, skill, personnel, resources and experience and that it is, and throughout the term of this LTA-W will continue to be, fully qualified, ready, willing, and able to provide the Works and Deliverables in accordance with the terms and conditions set out in this LTA-W and each Contract for Works issued under this LTA-W and UNICEF has relied on those representations in entering into this LTA-W.

**NOW THEREFORE**, the Parties agree as follows:

**1. LTA-W Documents**

1.1 This LTA-W comprises:

- (a) any Special Terms and Conditions set out in Annex A (“Special Terms and Conditions”);
- (b) this document;
- (c) the [UNICEF Standard Contract under LTA for Works \(Form A\)](#) and the [UNICEF Standard Contract under LTA for Works \(Form B\)](#) as attached as Annex B (“UNICEF Standard Contracts under LTA for Works”);
- (d) Annex C (Works and Deliverables);
- (e) Annex D (Pricing Schedule); and
- (c) the other annexes (if any) attached to this document.

The documents comprising this LTA-W are complementary of one another, but if there is any ambiguity, conflict or inconsistency between the documents comprising this LTA-W, the order of priority shall be the order in which the documents are listed in this Clause 1.1.

1.2 This LTA-W and any Contracts for Works issued under it constitute the entire agreement between the Parties with regard to the provision of the Works and Deliverables to UNICEF by the Contractor. All prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject are superseded. No:

- (i) variation to this LTA-W and/or the promises, understandings, obligations, under this LTA-W; and/or

- (ii) supplemental undertakings, licenses, terms-of-service, shrink-wrap, click-wrap, browse-wrap, confidentiality, non-disclosure, non-compete, acceptable use policies, or other forms of agreement (oral or otherwise) concerning any Works or Deliverables provided or to be provided under this LTA-W and any Contract for Works,

will be valid and enforceable, nor in any way will constitute an agreement by UNICEF, unless agreed in writing by UNICEF and the Contractor and signed by an authorised official of UNICEF and the Contractor.

- 1.3 Capitalized terms used but not defined in this document have the meaning assigned to them in the UNICEF LTA Standard Contracts for Works; provided that references to “the Contract” in the UNICEF LTA Standard Contracts for Works will be deemed to refer this LTA-W and the relevant Contract for Works.
- 1.4 Save for any amendments agreed to this LTA-W pursuant to Clause 3.6 hereof in respect of any Contract for Works, in the case of any inconsistencies, ambiguities or conflicts between the terms of a Contract for Works and the terms of this LTA-W, the terms of this LTA-W will prevail, except with regard to any specifications or technical requirements specified in the Contract for Works which will prevail over this LTA-W.

## 2. **Effective Date; LTA-W Period**

- 2.1 This LTA-W will come into effect on the date UNICEF receives a copy of this LTA-W counter-signed by the Contractor.
- 2.2 This LTA-W will be effective for a period (the “LTA-W Period”) beginning on [INSERT DATE] or the date UNICEF receives a copy of this LTA-W counter-signed by the Contractor whichever is later (the “Start Date”) and ending at midnight ([CITY, country, time]) on [INSERT DATE] (the “End Date”), unless earlier terminated in accordance with the provisions of this LTA-W.
- 2.3 UNICEF will be entitled to renew this LTA-W and extend the LTA-W Period for a further term of [INSERT TERM], on the same terms and conditions, by giving the Contractor written

notice of renewal of the LTA-W not less than thirty (30) days prior to the End Date.

### **3. Long-term Arrangement for the Ordering and Providing Works and Deliverables**

- 3.1 Provided that a binding Contract for Works has been formed in accordance with Clause 3.4 of this LTA-W, during the LTA-W Period, the Contractor will provide to UNICEF such Works and Deliverables of the type set out in Annex C to this LTA-W as UNICEF may order by issuing Contracts for Works to the Contractor. Such ordering and provision of Works and Deliverables will be on the terms and conditions set out in this LTA-W and on the basis of the rates and prices at Annex D to this LTA-W.
- 3.2 Each Contract for Works will be on the basis of one of the UNICEF LTA Standard Contracts for Works.
- 3.3 Each Contract for Works will specify (a) that it is being issued under this LTA-W, stating the LTA-W number; (b) the scope of work, requirements and instructions for the Works and Deliverables to be provided under the Contract for Works; (c) the applicable time schedule for provision of the Works (or each component of the Works) and delivery of the Deliverables (or instalments of the Deliverables); and (d) the Price for such Works and Deliverables in accordance with the rates and prices set out in Annex D to this LTA-W.
- 3.4 Each Contract for Works will be sent to the Contractor at the address provided in Clause 6.1 of this LTA-W. The Contractor will confirm its acceptance of each Contract for Works by counter-signing it, and returning it to UNICEF, within five (5) working days of receiving it. Each Contract for Works will be a binding contract between UNICEF and the Contractor, incorporating the terms of this LTA-W, when UNICEF receives a copy of such Contract for Works counter-signed by the Contractor.
- 3.5 The Parties acknowledge and agree that, save as provided in Clause 3.6 of this LTA-W, nothing contained in any Contract for Works will be deemed, interpreted or otherwise construed as varying from, derogating from, adding to, or in any other way altering the terms and conditions of this LTA-W that would otherwise apply to the transaction contemplated by such Contract for Works.

- 3.6 The Parties may agree to amend the terms and conditions of this LTA-W and/or the relevant UNICEF LTA Standard Contract for Works exclusively for the purpose of a particular Contract for Works and in that case the relevant Contract for Works will expressly state the amendments to this LTA-W and/or the relevant UNICEF LTA Standard Contract for Works agreed for that Contract for Works. Neither Party will be required to agree to an amendment to the terms and conditions of this LTA-W proposed by the other Party with regard to the transaction contemplated in an individual Contract for Works.
- 3.7 The Contractor acknowledges that:
- (a) UNICEF is not obligated to order any minimum level of Works and Deliverables from the Contractor pursuant to this LTA-W;
  - (b) UNICEF will not be liable for any cost or loss (including without limitation loss of profits or contracts) in the event that it issues no Contracts for Works and/or fewer Contracts for Works than the Contractor anticipated under this LTA-W; and
  - (c) this LTA-W is non-exclusive, and UNICEF is entitled to enter into the same or similar arrangements with other contractors and procure the same or similar Works and Deliverables from other contractors, as UNICEF sees fit.
- 3.8 **[INCLUDE FOR TARGET VALUE LTA-W]** The maximum total fee for Works and Deliverables that may be purchased pursuant to Contracts for Works issued under this LTA-W is the amount of [AMOUNT IN WORDS] United States Dollars (US\$[\_\_\_\_\_]) unless such amount has been increased by a valid amendment concluded in accordance with Clause 1.2 of this LTA-W.]
- 3.9 The Contractor acknowledges and agrees that, in the interests of transparency and efficiency among organizations of the United Nations system, UNICEF may make available a copy of this LTA-W to such organizations.

#### 4. Fees and Payment Terms

- 4.1 During the LTA-W Period, the Contractor will provide the Works and Deliverables to UNICEF at the rates and prices, as the case may be, set out in Annex D, such rates and prices remaining fixed throughout the LTA-W Period. The Contractor represents that these rates and prices are the most favourable pricing terms available to any customer of the Contractor (or of any of its Affiliates (as defined in the UNICEF LTA Standard Contracts for Works)). If at any time during the LTA-W Period, any other customer of the Contractor (or of any of the Contractor's Affiliates (as defined in the UNICEF LTA Standard Contracts for Works)) obtains more favourable pricing terms than those provided to UNICEF with regard to the same or similar works and deliverables as contemplated under this LTA-W, the Contractor will retroactively adjust the rates and prices and related pricing terms under this LTA-W to conform to the more favourable terms and the Contractor will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.
- 4.2 In addition to the requirements set out in the Contracts for Works, invoices issued under any Contract for Works must refer to this LTA-W as well as the Contract for Works to which the invoice relates, and the Contract for Works and LTA numbers must be printed on the invoices.

#### 5. Termination of this LTA-W

- 5.1 Termination by UNICEF for Convenience. UNICEF can terminate this LTA-W on not less than ninety (90) days' written notice without having to provide any justification. The termination will be effective on the expiry of such ninety (90) days' notice period.
- 5.2 Termination by Either Party for Material Breach. If one Party is in material breach of any of its obligations under this LTA-W, 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 this LTA-W. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Clause 8.6 of this LTA-W and/or pursuant to any Contract

for Works will not be grounds for termination of this LTA-W.

5.3 Additional Termination Rights of UNICEF. In addition to the termination rights under Clauses 5.1 and 5.2 above, UNICEF can terminate this LTA-W with immediate effect upon delivery of a written notice to the Contractor, without any liability for termination charges or any other liability of any kind:

- (a) on the occurrence of any of the circumstances in which Clauses 14 (Data Protection and Security) and 15 (Anti-Corruption and Ethical Standards) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Works at Annex B to this LTA permit UNICEF to terminate; or
- (b) if the Contractor breaches any of the provisions of Clauses 13 (Confidentiality and Transparency), 14 (Data Protection and Security), 15 (Anti-Corruption and Ethical Standards), 16 (Conflict of Interest), 17 (Code of Conduct and Policies), and/or 19 (Social and Environmental Responsibility) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Works at Annex B to this LTA-W; 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, (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 this LTA-W and/or (vii) is subject to any event equivalent or similar to those stated in this Clause 5.3(c) in any jurisdiction..

5.4 The termination rights in Clauses 5.1, 5.2, and 5.3 above are in addition to all other rights and remedies under this LTA-W.

5.5 Consequences of Termination of this LTA-W. The termination of this LTA-W will be



without prejudice to each Contract for Works issued under this LTA-W and outstanding at the effective date of termination, in respect of which this LTA-W will continue to apply, unless and until such Contract for Works expires or is terminated in accordance with its terms.

- 5.6 Consequences of Termination of a Contract for Works. Contracts for Works issued under this LTA-W may be terminated in accordance with their terms. The termination of a Contract for Works will be without prejudice to this LTA-W which will continue in effect, unless and until the LTA-W Period expires or is terminated in accordance with this Clause 5.

## 6. Notices; Coordination

- 6.1 UNICEF's and the Contractor's contact and address for notices under this LTA-W are set out below. Each Party will notify the other in writing of any change in such Party's contact and address for notices.

If to UNICEF:

UNICEF

[ADDRESS]

Attention: [INSERT NAME], [TITLE]

[Fax: + [INSERT DETAILS]]

E-mail: [INSERT DETAILS]

If to the Contractor:

[COMPLETE COMPANY NAME]

[ADDRESS]

Attention: [CONTACT NAME], [TITLE]

[Fax: [INSERT DETAILS]]

E-mail: [INSERT DETAILS]

- 6.2 UNICEF and the Contractor will each nominate a representative to be responsible for the day-to-day coordination and management of this LTA-W and will inform the other Party by exchange of emails. The Parties' representatives responsible for the day-to-day coordination and management of each Contract for Works will be as set out in the relevant Contract for

Works.

## 7. **Audit**

7.1 It is agreed and acknowledged that notwithstanding whether or not any Contract for Works is issued by UNICEF and/or entered into, UNICEF shall be entitled to carry out or appoint third parties to carry out inspections, post-payment audits and investigations on the basis set out in Clause 11.1 (Cooperation with Audits and Investigations) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Works in relation to any aspect of the LTA-W including but not limited to the award of the LTA-W, the way in which the LTA-W operates or operated, and the performance of the LTA-W, including but not limited to the Contractor's compliance with the LTA-W. The Contractor shall provide the assistance and co-operation required by Clause 11.1 (Cooperation with Audits and Investigations) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Works at Annex B in respect of any such inspections, post-payment audits and investigations.

## 8. **Privileges and Immunities and Dispute Resolution**

8.1 Nothing in or related to the LTA-W shall 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.

8.2 It is agreed and acknowledged that the final two paragraphs of Clause 12.1 (Privileges and Immunities) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Works at Annex B to this LTA are hereby incorporated into this LTA-W on the basis that references to "the Contract" are replaced with references to "this LTA-W".

8.3 The Contractor shall comply with Clauses 13 (Confidentiality and Transparency), 14 (Data Protection and Security), 15 (Anti-Corruption and Ethical Standards), 16 (Conflict of Interest), 17 (Code of Conduct and Policies), and 19 (Social and Environmental Responsibility) of the General Terms and Conditions of the UNICEF LTA Standard Contract for Works at Annex B to this LTA ("Relevant Clauses") on the basis that i) references to "the

Contract” are replaced with references to “this LTA-W” and the Relevant Clauses as amended in accordance with this Clause are hereby incorporated into this LTA-W.

- 8.4 The terms of the LTA-W shall be interpreted and applied without application of any system of national or sub-national law.
- 8.5 The Parties shall use reasonable efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this LTA-W. 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 in force, or according to such other procedure as may be agreed between the Parties.
- 8.6 Any dispute, controversy or claim between the Parties arising out of the LTA-W 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 shall take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration shall be New York, NY, USA. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**SIGNED**  
for and on behalf of  
**UNICEF**

Signature:

Print:

Date:

**SIGNED**  
for and on behalf of  
**UNICEF**

Signature:

Print:

Date:

**SIGNED**  
for and on behalf of  
**[CONTRACTOR]**  
Signature:

Print:

Date:

ANNEX A – SPECIAL TERMS AND CONDITIONS

[Insert any amendments to the LTA-Works. Amendments should only be agreed in exceptional circumstances]