

**CONTRACT
BETWEEN
THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER
FOR REFUGEES
AND**

_____.

**FOR THE PROVISION OF SECURITY SERVICES
TO THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER
FOR REFUGEES REPRESENTATION
IN** _____.

This Contract is made between the Office of the United Nations High Commissioner for Refugees, a subsidiary organ of the United Nations, with its headquarters at 94 rue de Montbrillant, 1202 Geneva, Switzerland (**hereinafter** referred to as “UNHCR”) and _____, a company organized under the laws of _____ with its registered address at _____ (hereinafter referred to as “the Contractor”). UNHCR and the Contractor are hereinafter individually referred to as “the Party” and collectively referred to as “the Parties”.

WITNESSETH

WHEREAS, UNHCR wishes to engage the Contractor to provide security services for the UNHCR [Office/Warehouse/Residence] in _____;

WHEREAS, the Contractor represents that it is qualified, ready, able and willing, and possesses the necessary expertise, qualified personnel, facilities, equipment, tools, transportation, insurance and other means, to perform such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

**Article 1
TERM OF CONTRACT**

- 1.1 This Contract shall be in force for a period of [twelve months] commencing on _____ . It shall remain in full force and effect until _____ , unless terminated earlier in accordance with Article 14 below. UNHCR may, at its sole option, decide to extend the term of this Contract up to [XX times] for subsequent periods of [up to twelve months]. In such case, UNHCR shall provide the Contractor with written notice of its intention to exercise this option at least [thirty (30) days] prior to the expiration of the then current Contract term, and the Contract shall be renewed on the same terms and conditions as set out herein.

**Article 2
SERVICES TO BE PROVIDED BY THE CONTRACTOR**

- 2.1 The Contractor shall provide reception services, security and protection to the personnel and premises of UNHCR located at _____ , as described in the Contractor’s offer dated [XXX] and as follows:

- (a) A security force of [redacted] [security] guards shall patrol the [redacted] and the [redacted].
- (b) The guards shall be properly trained and licensed, in accordance with local law, to perform security services, including but not limited to, the carrying of firearms.
- (c) The guards shall be uniformed and wear appropriate identification badges. The names of the guards shall be given to UNHCR for verification purposes well in advance of assignment to perform services under this Contract.
- (d) The guards shall have the following shifts: [redacted] guard(s) at {place} from [redacted] hrs. to [redacted] hrs. and [redacted] guard(s) at {place} from [redacted] hrs. to [redacted] hrs.
- (e) For the performance of the security services herein, the guards may be given keys to the [Offices/main and rear entrance gates at the UNHCR Office.] In such case, the Contractor shall issue a written receipt to the guards indicating that the keys have been handed over.
- (f) In the event that patrol cars or other vehicles are required for the performance of security services under this Contract, the Contractor shall provide and maintain such vehicles.
- (g) The Contractor shall communicate with its security guards on duty during the day shift by [redacted] and during the night shift by [redacted].
- (h) In the event of an emergency, the Contractor shall contact UNHCR.
- (i) The guards shall maintain a daily officer utility log and a daily log of incident reports. These reports shall be communicated to UNHCR on a [daily/weekly/monthly] basis.

Article 3 CONTRACTOR'S PERSONNEL

- 3.1 The Contractor shall be responsible for the professional and technical competence of the security guards personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors' personnel, employees, officials, agents, servants and representatives) it assigns to perform work under the Contract and will select 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. The Contractor represents and warrants that its personnel have, prior to employment, been subject to a comprehensive character background investigation, personal interview, submitted to finger print screening, screened for sex offender status and pre-employment drug screening.
- 3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNHCR, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
- 3.3 At the option of and in the sole discretion of UNHCR:
 - 3.3.1 the qualifications of personnel proposed by the Contractor (e.g., a curriculum vitae) may be reviewed by UNHCR prior to such personnel's performing any obligations under the Contract;

- 3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNHCR prior to such personnel's performing any obligations under the Contract; and,
- 3.3.3 in cases in which, pursuant to Article 3.3.1 or 3.3.2, above, UNHCR has reviewed the qualifications of such Contractor's personnel, UNHCR may reasonably refuse to accept any such personnel.
- 3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 3.4.1 UNHCR may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel. If the request is based upon UNHCR's reasonably held belief that (i) such personnel violated the duties stipulated in this Contract, (ii) there was misconduct on the part of the personnel, or (iii) that such personnel is unable to reasonably work together with UNHCR officials or persons of concern to UNHCR, then the Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith.
 - 3.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNHCR, which shall not be unreasonably withheld.
 - 3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
 - 3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
 - 3.4.5 Any request by UNHCR for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNHCR shall not bear any liability in respect of such withdrawn or replaced personnel.
- 3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of UNHCR with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 3.6 The Contractor shall be fully responsible and liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article 3.6 do not lapse upon expiration or termination of this Contract.
- 3.7 Not less than one working day after learning that any of Contractor's personnel who have access to any UNHCR premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNHCR about the particulars of the charges then known and shall continue to inform UNHCR concerning all substantial developments regarding the disposition of such charges.
- 3.8 The Contractor shall ensure that all its Personnel that perform services under this Contract shall be provided with a copy of the UNHCR Code of Conduct, and that

they shall confirm in writing that they have taken note of its contents and realize that they will be expected to work in the spirit of the principles set forth therein.

- 3.9 The Contractor shall ensure that all its personnel that perform services under this Contract shall be provided with a copy of ST/SGB2003/13 on “Special Measures for Protection from Sexual Exploitation and Sexual Abuse” and that they shall confirm in writing that they have taken note of its content and realize that they are bound by the standards set forth therein. Failure of a Contractor’s personnel to adhere to the said standards may lead to termination of this Contract by UNHCR, or a request by UNHCR for the replacement of said personnel, at UNHCR’s sole discretion.
- 3.10 The Contractor shall provide, at its own cost and expense, upon the signature of this Contract, a fidelity bond for each of the guards performing services under this Contract, in the form attached hereto as Annex 1. Each bond shall be valued at USD [] per employee, and shall be held by such surety or sureties as shall be approved by UNHCR.

Article 4

PAYMENT FOR CONTRACTOR'S SERVICES

- 4.1 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, UNHCR shall pay the Contractor the amount of [] [per month], [per guard] [the amount indicated in Annex 2].
- 4.2 UNHCR shall issue to the Contractor a purchase order promptly after the Effective Date in the amount of the Contract Price (as defined below).¹
- 4.3 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, UNHCR shall pay the Contractor a fee not to exceed [insert amount] (the “Contract Price”).
- 4.4 Payments by UNHCR to the Contractor shall be paid to [such account of the Contractor as the Contractor shall notify to UNHCR in writing]/[the following account:
- Bank: []
Account Name: []
Account number: []
- 4.5 Subject to satisfactory performance of the Services, the Contractor shall issue invoices to UNHCR as follows:
- [specify frequency of invoice]
- 4.6 Each of the Contractor’s invoices shall clearly bear reference to the purchase order number to which the invoice relates.
- 4.7 The Contract Price is an all-inclusive amount, and the Contractor, acknowledging that incurring costs in excess of those budgeted by UNHCR is subject to the UNHCR Financial Rules and Regulations, shall not do any work, or permit any work to be done, which would result in any payment or payments by UNHCR of any amount in excess of the Contract Price, without a prior valid amendment to the Contract.

¹ Note: If successive purchase orders are issued, specify frequency and conditions when UNHCR will issue purchase orders.

- 4.8 The Contractor acknowledges and agrees that UNHCR may withhold payment in respect of all or part of an invoice in the event that, in the opinion of UNHCR, the Contractor has not performed its obligations in accordance with the terms of the Contract.
- 4.9 In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the Contractor (any such notice being waived by the Contractor), upon any amount becoming due and payable hereunder to the Contractor, to set-off any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNHCR to the Contractor or any claim for loss or damage to UNHCR property) owing by the Contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.
- 4.10 If UNHCR disputes any invoice or a portion thereof, UNHCR shall notify the Contractor accordingly, including a brief explanation of why UNHCR disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UNHCR shall pay the Contractor the amount of the undisputed portion within 30 days of receipt of the Contractor's invoice. UNHCR and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to a disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UNHCR shall pay to the Contractor the relevant amount (if any) within 30 days from the date of resolution of such dispute.
- 4.11 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UNHCR that are subject to a dispute.
- 4.12 -Payments made in accordance with this Article shall constitute a complete discharge of UNHCR's obligations with respect to the relevant invoice or portion thereof.
- 4.13 Payments effected by UNHCR shall not relieve the Contractor of its obligations under this Contract and shall not be deemed an acceptance by UNHCR of the Contractor's performance.

Article 5

TAX EXEMPTION

- 5.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including UNHCR as one of its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, 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 exemptions of UNHCR from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNHCR to determine a mutually acceptable procedure.
- 5.2 The Contractor authorizes UNHCR to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNHCR before the payment thereof and UNHCR has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNHCR with written evidence that payment of such taxes, duties or charges has been

made and appropriately authorized, and UNHCR shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNHCR and paid by the Contractor under written protest.

Article 6

INSURANCE AND LIABILITIES TO THIRD PARTIES

- 6.1 The Contractor shall pay UNHCR promptly for all loss, destruction, or damage to the property of UNHCR caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
 - 6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
 - 6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
 - 6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury and loss of or damage to property arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles and equipment [or the use of firearms]; and,
 - 6.2.4 such other insurance as may be agreed upon in writing between UNHCR and the Contractor.
- 6.3 The Contractor's liability policies shall also cover all defense costs and shall contain a standard "cross liability" clause.
- 6.4 The Contractor acknowledges and agrees that UNHCR accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 6.5 Except for the workers' compensation insurance, the insurance policies required under the Contract shall:
 - 6.5.1 name UNHCR as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
 - 6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNHCR;
 - 6.5.3 provide that UNHCR shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,
 - 6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNHCR.

- 6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 6.7 The Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNHCR. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNHCR with evidence, in the form of certificate of insurance or such other form as UNHCR may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNHCR reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UNHCR concerning any cancellation or material change of insurance coverage required under the Contract.
- 6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

Article 7 INDEMNIFICATION

- 7.1 The Contractor shall indemnify, defend, and hold and save harmless, UNHCR, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UNHCR, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to any acts or omissions of the Contractor, the Contractor's employees, agents or sub-contractors in the performance of this Contract. This indemnification shall also extend to claims and liability in the nature of workmen's compensation claims.
- 7.2 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend UNHCR and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 7.3 UNHCR shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNHCR or any matter relating thereto, which only UNHCR itself is authorized to assert and maintain. UNHCR shall 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.

Article 8 SERVICE OF NOTICES

- 8.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or foreseen under this Contract

shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, or certified mail, transmitted to the Party for whom intended at the address or facsimile number shown below or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract.

If to the Contractor:

[Insert address]

Attn:

Fax:

If to UNHCR:

[Insert field address if applicable]

Attn:

Fax:

With a copy to:

[insert SISS address Geneva or Budapest]

Attn:

Fax:

- 8.2 Notice by mail or recognized overnight delivery service shall be effective on the date it is officially recorded as delivered to (or refused by) the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Contract delivered in person or by facsimile shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of actual receipt as evidenced by an acknowledgement of personal receipt or a valid fax transmission confirmation sheet report.

Article 9 LEGAL STATUS

- 9.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, UNHCR, as a subsidiary organ of the United Nations, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
- 9.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNHCR, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives or employees of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons.

Article 10 ASSIGNMENT

- 10.1 Except as provided in Article 10.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNHCR. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not

be binding on UNHCR. The Contractor shall not delegate any of its obligations under the Contract, except with the prior written consent of UNHCR. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNHCR.

- 10.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

10.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

10.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

10.2.3 the Contractor promptly notifies UNHCR about such assignment or transfer at the earliest opportunity; *and*

10.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNHCR following the assignment or transfer.

Article 11 SUBCONTRACTING

- 11.1 In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNHCR. UNHCR shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNHCR reasonably considers is not qualified to perform obligations under the Contract. UNHCR shall have the right to require any subcontractor's removal from UNHCR premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

Article 12 AUTHORITY TO MODIFY

- 12.1 No modification or change in this Contract shall be valid and enforceable against UNHCR unless provided by an amendment to this Contract signed by the Contractor and the authorized UNHCR representative.

Article 13 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNHCR

- 13.1 The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations or UNHCR, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations or of UNHCR, or any abbreviation of the name of the United Nations or of UNHCR in connection with its business or otherwise without the written permission of UNHCR.

Article 14

TERMINATION

- 14.1 [Either Party] may terminate the Contract for cause, in whole or in part, upon thirty [(30) day's] notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 26 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 14.2 UNHCR may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 14.2.1 the Contractor 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;
 - 14.2.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 14.2.3 the Contractor makes an assignment of this Contract;
 - 14.2.4 a receiver is appointed on account of the insolvency of the Contractor;
 - 14.2.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
 - 14.2.6 UNHCR reasonably determines that the Contractor has become 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.
- 14.3 The provisions of this Article 14 are without prejudice to any other rights or remedies of UNHCR under the Contract or otherwise.

Article 15

EQUIPMENT FURNISHED BY UNHCR TO THE CONTRACTOR

- 15.1 Title to any equipment and supplies that may be furnished by UNHCR to the Contractor for the performance of any obligations under the Contract shall rest with UNHCR, and any such equipment shall be returned to UNHCR at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNHCR, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UNHCR for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

Article 16

NON-WAIVER OF RIGHTS

- 16.1 The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

Article 17

ESSENTIAL TERMS

- 17.1 The Contractor acknowledges and agrees that each of the provisions in Articles 18 to 25 below constitute an essential term of the Contract and that any breach of

any of these provisions shall entitle UNHCR to terminate the Contract or any other contract with UNHCR immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

Article 18

SOURCES OF INSTRUCTIONS

- 18.1 The Contractor shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its obligations under the Contract. Should any authority external to UNHCR seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNHCR in writing and provide all reasonable assistance required by UNHCR. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNHCR, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNHCR.

Article 19

OFFICIALS NOT TO BENEFIT

- 19.1 The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of UNHCR.

Article 20

OBSERVANCE OF THE LAW

- 20.1 The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to any local training or licensing obligations in respect of its security guards, and registration as a qualified vendor of goods or services to UNHCR as such obligations are set forth in vendor registration procedures.

Article 21

CHILD LABOR

- 21.1 The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any), 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.

Article 22

MINES

- 22.1 The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any), is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees

that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

Article 23

SEXUAL EXPLOITATION

- 23.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 23.2 UNHCR shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

Article 24

EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO UNHCR

- 24.1 The Contractor warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on UNHCR and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR to ensure the protection of refugees and other persons of concern to UNHCR. The Contractor hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to UNHCR. The failure of the Contractor to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle UNHCR to terminate the Contract immediately upon notice to the Contractor, at no cost to UNHCR.

Article 25

AUDITS AND INVESTIGATIONS

- 25.1 Each invoice paid by UNHCR shall be subject to a post-payment audit by auditors, whether internal or external, of UNHCR or by other authorized and qualified agents of UNHCR at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the

Contract. UNHCR shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNHCR other than in accordance with the terms and conditions of the Contract.

- 25.2 UNHCR may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following expiration or prior termination of the Contract.
- 25.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNHCR access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNHCR hereunder.

Article 26

SETTLEMENT OF DISPUTES

- 26.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- 26.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 26.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. 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 dispute, controversy, or claim.

Article 27
PRIVILEGES AND IMMUNITIES

27.1 Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

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

For UNHCR:

For the Contractor:

Name:

Title:

Date:

Name:

Title:

Date:

ANNEX A

FORM OF FIDELITY BOND

Know all persons by these presents, that we, [Security Company], a company incorporated in and under the laws of [] and [], a corporation organized under the laws of [], and duly authorized to transact business in [] (hereinafter "Surety") are held and firmly bound unto UNHCR, a subsidiary organ of the United Nations, with its Headquarters at 94, rue de Montbrillant, Geneva, Switzerland in the sum of [] to be paid to UNHCR, and the Surety do bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Dated this [] day of [], 2[].

Whereas, [Security Company] has entered into a written contract with UNHCR dated the [] day of [], 2[] for the provision of security services for UNHCR personnel and premises in [], said Contract being by reference made part hereof and hereinafter referred to as the "Contract".

Whereas [], employee of [Security Company], by contract of employment, bearing even date with this obligation, has been assigned by [Security Company], for a term of [] months, unless terminated earlier in accordance with the Contract, to provide security services for UNHCR, in accordance with the Contract.

Now, the condition of this obligation is such that, if the said employee shall well and truly perform the services required under the Contract for the term of [] months; and if the said employee shall not, during the said term, damage, detain, convert, waste, embezzle, make away, or lend any goods and chattels of the said UNHCR, but shall honestly perform the services under the Contract, as a licensed and trained security guard ought to do, during the said term, then this obligation is to be void; otherwise, to remain in full force.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than UNHCR named herein.

This Bond shall be enforceable without the need to have recourse to any of the dispute resolution procedures set forth in the Contract.

Nothing herein or related hereto shall be deemed a waiver, express or implied, of the privileges or immunities of the United Nations, including UNHCR.

Signed on _____ On behalf of _____
By _____ in the capacity of _____ in the
presence of _____

Signed on _____ on behalf of _____
By _____ in the capacity of _____ in the presence
of _____