

**Note to UNFPA user: How to use this form**

1. This is the form of contract for “De Minimis” professional services.
2. This form was issued in June 2016. If it has been more than one year since this date, please visit the PSB intranet to ensure that you are using the most recent version.
3. General information is given in these green text boxes; please assure to remove the text box before completing/finalizing the document.
4. Comments and specific instructions are in square brackets [highlighted in yellow], and must be completed/deleted before the document is finalized.
5. For purposes of this form of contract for “De Minimis” professional services shall be services with a value below USD 100,000.
6. Use this form of contract in conjunction with UNFPA’s Procurement Procedures.

**CONTRACT FOR DE MINIMIS SERVICES**

**Note to UNFPA User:** Please use the below guidance for the creation of the Contract N°

<b>CCC</b>	This indicates the Country in which the tender process is being carried out in, the procurement official should replace these with their 3 digit country identifier, in case of not know, please reference the <a href="#">ISO 3 Digit Country Codes</a>
<b>YY</b>	This indicates the year in which the process is being carried out, the procurement official should replace with the last two digits of the current year.
<b>NNN</b>	This represents the consecutive number of process which the office is carrying out in the year, procurement officials must assure to have log of processes and assign numbers accordingly.

**CONTRACT N° UNFPA/CCC/PSC/YY/NNN**

This Contract is entered into between the United Nations Population Fund, a subsidiary organ of the General Assembly of the United Nations (“UN”) in terms of Article 22 of the UN Charter, with its Headquarters at 605 Third Avenue, New York, NY 10158, USA (the “UNFPA”) and [Name of Contractor], a [Type of entity] organized under the laws of [Country], (the “Contractor”). In consideration of the promises contained in this Contract and subject to the UNFPA General Conditions of Contract: De Minimis Contracts, hereby incorporated into this Contract and attached as Annex A (the “UNFPA General Conditions”), the Parties agree as follows:

**ARTICLE 1  
CONTRACT TERM**

This Contract shall enter into force on the date of the last signature affixed by the Parties (the “Commencement Date”) and shall remain in force for [Number of years] years, starting from the Commencement Date.

**ARTICLE 2  
SERVICES**

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The Contractor shall perform services as specified in the Terms of reference (the "TOR") attached as Annex B and hereby incorporated into this Contract (the "Services").

### ARTICLE 3 PAYMENT AND FEE

- 3.1 In full consideration for the complete, satisfactory and timely performance of the Services under this Contract, UNFPA shall pay the Contractor the fee of [Insert currency & amount in figures and in words] (the "Fee").

*Note to UNFPA user: If a deliverables schedule is desired, please add the sentence below and complete the deliverables schedule as necessary. If a deliverables schedule is not necessary, please delete below sentence and deliverables schedule accordingly.*

The Fee will be paid to the Contractor according to the following payment schedule:

PAYMENT DUE DATE	PAYMENT AMOUNT	BALANCE

- 3.2 UNFPA shall effect payments to the Contractor within thirty (30) days after the UNFPA's receipt and acceptance of the Contractor's invoice and complete set of supporting documentation where applicable. Payment by UNFPA shall be made to the Contractor's following bank account:

Account name:	
Bank Address:	
Acct Number:	
ABA Number:	
BIC (Swift address):	

### ARTICLE 4 LIABILITY

The Contractor shall pay UNFPA promptly for all loss, destruction, or damage to the property of UNFPA 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.

### ARTICLE 5 SPECIAL CONDITIONS

*Note to UNFPA user: Enter ONLY one of the two following options. Please assure to delete the option which was not used as well as the text boxes accordingly.*

*Utilize this option in case that special conditions have been negotiated amongst the*

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*parties to the General Conditions of Contract: Contracts for the provision of services or in the case that the Contractor insist on including any other special provisions:*

- 5.1 The Parties agree that [Insert article] of the UNFPA General Conditions shall be amended to read as follows: [Insert wording of amended article].
- 5.2 The Parties agree (...).]

*Utilize this wording option if no special conditions apply:*

- 5.3 No special conditions shall apply.

***Note to UNFPA user:** If travel is required to be carried out by the Contractor in order to fulfil the terms of reference of this contract, please include the below article 6 associated with security requirements linked with travel. Should the contract not require for the Contractor to travel, please delete the entire article. Please assure that in case of deleting that the correct numbering of articles and subsequent paragraphs is guaranteed.*

## **ARTICLE 6 SECURITY**

- 6.1 The Contractor shall be fully responsible for the safety and security of its officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "Personnel") and for the safekeeping of all assets, equipment and supplies in the custody of the Contractor or its Personnel.
- 6.2 The Contractor shall:
- 6.2.1 Put in place and maintain its own security plan, taking into account the security situation in the country where the Services are being provided;
  - 6.2.2 Assume all risks and liabilities related to the Contractor's security, assets entrusted to it by UNFPA and the full implementation of its own security plan.
- 6.3 The Contractor and its Personnel are neither subject to, nor obliged to adhere to the United Nations Security Management policies and procedures, except insofar as they relate to the utilization of UNFPA's assets, equipment and supplies, or as required to perform the Services under this Contract.
- 6.4 UNFPA may lend reasonable assistance, when possible and to the extent feasible, to the Contractor and its Personnel. Any travel or financial assistance provided shall be on a space-available and reimbursable basis.
- 6.5 UNFPA may, at its sole discretion, consent to the inclusion of the Contractor and its Personnel in the UNFPA security plan to the extent that it applies within the country where the Services are being provided on the same terms that are offered to implementing partners of UNFPA. Notwithstanding this provision, the Contractor acknowledges and agrees that the UNFPA shall have no obligation to evacuate the Contractor's Personnel from the country where the Services are being provided in case of emergency or due to security developments.

6.6 Notwithstanding the foregoing, the Contractor acknowledges and agrees that the UNFPA shall not be liable to the Contractor, or its Personnel, in connection with the provision, or failure to provide, any security assistance pursuant to this Article 6.1, or otherwise, and the Contractor shall indemnify, defend, hold and save harmless the UNFPA and its officials, employees and agents from and against any claim or liability of any nature arising in respect of any safety or security related incident, including without limitation, the death, injury or illness of any personnel, or the loss, damage, destruction, sabotage or theft of any assets, equipment or supplies in the custody of the Contractor or its Personnel. The foregoing indemnity is without prejudice to any other indemnity provided by the Contractor, or any other rights or remedies of the UNFPA, under this Contract.

6.7 Upon the Contractor's request, UNFPA may provide security advisory information to the Contractor.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have signed this Contract on the dates set forth below:

For UNFPA		For Contractor	
Signature		Signature	
Name:		Name:	
Title		Title	
Date:		Date:	

*(N.B. Each page of the contract is to be initialed)*

## **ANNEX A**

UNFPA GENERAL CONDITIONS OF CONTRACT: DE MINIMIS CONTRACTS

Contract [Nº UNFPA/CCC/PSC/YY/XXX]

## **ANNEX B**

### TERMS OF REFERENCE