**ANNEX 5**

# MODEL FORM OF CONTRACT

**CONTRACT – INSTITUTIONAL SERVICES**

Contract No.

Business Unit:

Organisational Unit/Section/Division/Office/Country:

This Contract is made between the UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (“UN Women”), and [insert official name of company in full], with its registered offices at [address] (“Contractor”) (Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

1. **CONTRACT DOCUMENTS**

The following documents constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”), superseding all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject, and in case of ambiguities, discrepancies or inconsistencies between or among them, shall apply in the following order of precedence:

1. This document;
2. UN Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A (“General Conditions”);
3. Terms of Reference, annexed hereto as Annex B (“TOR”);
4. **SCOPE**

The Contractor shall perform services (“Services”) as specified in the TOR. Except as expressly provided in this Contract and in particular the TOR, (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services; (ii) UN Women makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services (iii) The Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services.

1. **DURATION**

This Contract shall take effect on the date of the latest signature (the “Effective Date”) and shall remain in effect until [insert date], unless earlier terminated (“Initial Term”). UN Women may, at its sole option, extend the Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [number] additional period[s] of up to [time period] each. UN Women shall provide a written notice of its intention to do so at least 30 (thirty) days prior to the expiration of the then Initial Term.

1. **PRICE & PAYMENT**

 **FIXED FEE**

In full consideration for the complete and satisfactory performance of the Services under this Contract, UN Women shall pay the Contractor a total fixed fee of [*insert currency & amount in figures and words*]. This fee shall remain firm and fixed during the term of the Contract. The Contractor shall submit invoices only upon achievement of the corresponding milestones and for the following amounts:

MILESTONE AMOUNT TARGET DATE

Upon..... ...... ./../....

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1. **INVOICES**

The Contractor shall submit to UN Women an original copy of its invoices, as is required in the preceding Article, specifying, at a minimum, a description of the Services performed, the unit prices in accordance with the Fee Schedule (if relevant), and the total price of the Services, together with such supporting documentation as UN Women may require, as follows:

[*Insert address and contact details for submission of invoices*].

1. **PAYMENT**

Payments shall be made to the Contractor thirty (30) days from receipt of the Contractor’s invoice and supporting documentation and certification by UN Women that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN Women disputes the invoice or a portion thereof. All payments to the Contractor shall be made by electronic funds transfer to the Contractor’s bank account, as follows:

### Name of Bank: Bank Address: Bank ID: Account No:Title/name:

UN Women may withhold payment in respect of any invoice if it considers that the Contractor has not performed in accordance with the terms and conditions of this Contract or has not provided sufficient documentation in support of the invoice. Where an invoice is disputed in part, UN Women shall pay the Contractor any undisputed portion and the Parties shall consult in good faith to promptly resolve outstanding issues. Once the dispute has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days. The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract or any accrued interest on payments withheld by UN Women in connection with a dispute.

1. **NOTIFICATIONS**

All notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be transmitted to the following:

**For UN Women:**

[Insert Name, Address, Phone and Email]

**For the Contractor:**

[Insert Name, Address, Phone and Email]

**IN WITNESS WHEREOF**, the Parties have, through their authorized representatives, executed this Contract on the date herein below written.

For and on behalf of UN Women: For and on behalf of the Contractor:

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_