

Supply and Transport

Sample of Frame Agreement

FRAME AGREEMENT

BETWEEN
THE OFFICE OF THE UNITED NATIONS
HIGH COMMISSIONER FOR REFUGEES
AND
(SUPPLIER)

This Frame Agreement is made by and between (i) the Office of the United Nations High Commissioner for Refugees (hereinafter referred to as "UNHCR"), with its headquarters at 94 Rue Montbrillant, Geneva, Switzerland and (ii) (Supplier's name) UNHCR and the Supplier are sometimes referred to as the "Parties".

WHEREAS, UNHCR desires to enter into a non-exclusive Framework Agreement with the Supplier);

WHEREAS, the Supplier agrees to furnish to UNHCR and UNHCR agrees to accept, on the terms and conditions set forth in this Agreement, the prices and goods;

NOWHEREFORE, THE PARTIES AGREE ON THE FOLLOWING:

ARTICLE 1

The Supplier shall maintain for the period beginning upon the effective date of this Agreement until (date), firm prices, as stipulated herein, as per the attached offer and correspondence (Annex C), for all goods specified in Annex B, hereby incorporated by reference of this Agreement (hereinafter referred to as goods)

ARTICLE 2

Without prejudice to Article 3, UNHCR shall purchase from the Supplier its requirements for:

(Description and specification of goods)

The Supplier will act as a supplier to UNHCR and receive orders for part or all of UNHCR's requirements under this frame agreement. Requirements shall mean any actual purchase that results in expenditure for UNHCR and does not include programming or planning figures for such requirements.

ARTICLE 3

This Frame Agreement does not constitute a contract for any of the goods as specified hereunder. Only an order in the form of a purchase order as provided for in Article 4 shall obligate UNHCR to purchase goods as identified therein.

ARTICLE 4

UNHCR may purchase goods under this Frame Agreement by issuing a purchase

order (hereinafter referred to as "PO") identifying with specificity the goods required, delivery terms, packaging and marking requirements and any other special terms and conditions.

ARTICLE 5

All purchases under this Agreement must be made through UNHCR Geneva, except for purchases made by UNHCR Branch Offices authorized, in writing by The Supply and Management Service (SMS), UNHCR Geneva to purchase under this Frame Agreement. Any such authorization shall state the value limit of purchase after which the Supplier shall obtain approval from SMS, Geneva before execution.

ARTICLE 6

The Supplier shall maintain a stock of (quantity) for immediate delivery and be able to deliver (quantity) within a one week period increasing as specified in Annex C in accordance with INCOTERMS FCA/FOB. In case of urgency, UNHCR and the Supplier should discuss and agree on the earliest possible delivery time.

ARTICLE 7

UNHCR or its representatives may inspect PO Goods at the Supplier's premises giving 24 hours notice to the Supplier. The Supplier shall provide reasonable access and facilitate inspection thereof. The Supplier shall immediately remedy any faults identified by inspection without prejudice to the delivery as established by Article 6.

ARTICLE 8

Notwithstanding Article 9, if the Supplier breaches any term or condition of this Agreement, once a PO has been signed in accordance with Article 4, including but not limited to price and delivery requirements, UNHCR shall be entitled to immediately purchase substitute Goods from any source and Supplier shall reimburse UNHCR any reasonable increase in the purchase price.

ARTICLE 9

In cases of force majeure where unforeseeable circumstances beyond the control of either party render impossible performance under this Agreement such performance shall be excused without prejudice.

ARTICLE 10

This Agreement and any POs issued hereunder shall be subject to the UNHCR Purchase Order General Terms and Conditions, hereby incorporated by reference (Annex A).

ARTICLE 11

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work performed hereunder.

ARTICLE 12

UNHCR reserves the right to extend this Agreement at the same conditions for the year Such extension will be notified to the Supplier one month before the expiration of the present Agreement.

ARTICLE 13

Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Purchase Order 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.

Arbitration Any dispute, controversy or claim between the Parties arising out of this Purchase Order or the breach, termination or invalidity thereof, unless 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, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The place of arbitration shall be Geneva. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Purchase Order, the arbitral tribunal shall have no authority to award interest. 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.

In witness whereof the duly authorized representative of the parties have signed this agreement in duplicate.

For and on behalf of:

UNHCR

Supplier

Date: