

FRAMEWORK AGREEMENT FOR THE PROVISION OF PROFESSIONAL
SERVICES

Between

THE OFFICE OF THE HIGH COMMISSIONER FOR REFUGEES WITH ITS
HEAD OFFICE AT 94, RUE DE MONTBRILLANT, 1211 GENEVA,
SWITZERLAND

And

(Contractor)

WHEREAS

The Office of the United Nations High Commissioner for Refugees, hereinafter referred to as "UNHCR", intends that certain work and services, in connection with its (to be defined) project, hereinafter referred to as the "Project", be executed and (Contractor), hereafter referred to as the "Contractor", has offered to execute such work and services,

NOW THEREFORE

The UNHCR and the Contractor hereunder agree as follows:

SUBJECT OF THE AGREEMENT

The framework Consultancy Agreement is established between UNHCR and the Contractor for the provision of Professional Services for the implementation of the Project. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior communications negotiations, representations or agreement either written or oral.

QUALIFICATIONS OF THE CONTRACTOR

1. Contractor confirms its ability to deploy at the request of UNHCR suitable competent consultants who can provide services relevant to the Project, with expertise including, but not limited to, the following areas:

1.1. Services to be listed as applicable:

- a) Senior Consultant (or as applicable)
 - Tasks to be defined.
- b) Technical Consultant (or as applicable)
 - Tasks to be defined.
- c) Junior Consultant (or as applicable)
 - As per above but at a more junior level.

ORGANISATION AND PLACE OF WORK

The consultants will be expected to work with the Project team under the overall supervision of the Project Manager appointed by UNHCR. Within the overall frame of the work programme of the Project, specific tasks could be assigned to Contractor on a turnkey basis.

UNHCR and Contractor will establish on the basis of the nature of the tasks involved, whether these are to be performed at UNHCR's Head Office, in UNHCR's field Offices or at Contractor premises, or elsewhere.

REQUEST AND ASSIGNMENT OF WORK

1. Before any work assignment covered under the scope of the Framework Consultancy Agreement is initiated, UNHCR shall specify in writing to Contractor the type of work, the expected results, and the time limit to complete the tasks to be performed and the deliverables to be produced by Contractor consultants. UNHCR will make available information and materials reasonably required to enable the consultants to provide the services.
2. Contractor shall develop a comprehensive offer for the execution of each unit of work requested by UNHCR using a Statement of Work. A proposed format for a Statement of Work is attached as Annex 1. Technical aspects of the proposal should be elaborated to the level necessary and sufficient to guarantee full understanding of work involved and clear identification of deliverables. If appropriate, direct reference will be made to specific and identified deliverables of previous phases of work, which will become integral components of the new proposal.
3. Contractor should specify the effort and time required to perform the tasks essential to deliver the requested products, split into the number of relevant working days for each applicable professional profile, as specified in the tariff schedule attached to this Agreement.

- a) In case a fixed-price/lump-sum proposal is requested, a similar detail should be provided to help the UNHCR in evaluating the congruity of the offer submitted by Contractor.
4. Contractor should list the names of consultants proposed for the work and indicate clearly the consultant professional profile levels. It should also attach the Curriculum Vitae of those individuals not having previously worked for UNHCR or not having an updated CV on file with UNHCR. UNHCR reserves the right to accept or reject consultant(s) at its discretion before a work assignment has commenced.
5. UNHCR will confirm in writing to Contractor the acceptance of the offer and subsequently issue a Corporate Contract to Contractor, based on the statement of work (SOW) as agreed between two parties.
6. Payment of fees, and any other expenses if applicable, will be made at 30 days after receipt of the invoice in good order and subject to satisfactory completion of the assignment, as evidenced by the responsible UNHCR project manager signing the contractor's monthly time sheet.

RATES

1. The rates as specified in the tariff schedule are the maximum rates to be paid for each profile. In case however that UNHCR has a substantial amount of work to be contracted, UNHCR reserves the right to negotiate lower rates for that amount of work.
2. This Agreement being non-exclusive, UNHCR also reserves the right to seek and accept consultancy services from other sources when it deems in the interest of UNHCR.

DURATION OF THE AGREEMENT

1. The Framework Consultancy Agreement will be in effect for period of x year(s) from date of initiation, i.e. until (date).
2. Within the x-year period of validity, this agreement and the corresponding rates are based on an estimated x hours/days provided each year, or as applicable. After this period and considering the previous conditions the daily rate may be re-negotiated for a subsequent extension but shall not be increased more than x percent of the Swiss applicable index on cost of living for the previous period. UNHCR shall be duly notified at least 90 (ninety) days before the expiry of this Agreement if the Contractor wishes to re-negotiate on the daily rate fees.

ADMINISTRATION OF THE AGREEMENT

The Statement of Work (see Annex 1) shall be approved by the Head of the relevant Service and the Contractor to accomplish the required work within a mutually agreed number of mandays (best estimate) and

using the previously agreed rate for the profile of the selected consultant.

A Purchase Order for Services shall be issued by the Supply Management Service (SMS) based on the Statement of Work for each assignment/service required.

If there is any change in scope, mandays or duration of the Statement of Work, prior to or during the assignment, it should be brought immediately to the attention of the designated UNHCR supervisor for approval before the change is implemented and SMS shall also be promptly notified. SMS will accordingly make the necessary amendment to the Purchase Order for Services.

A Time Sheet (Annex 2) shall be regularly maintained by each consultant and accordingly approved monthly by the UNHCR supervisor. At the completion of the work, the consultant is responsible for submitting a Time Sheet to the UNHCR supervisor for approval and final sign-off. In no circumstances shall the Contractor invoice UNHCR for more than has been agreed and stipulated in the Statement of Work and the corresponding Time Sheet signed by the supervisor.

UNHCR reserves the right to make changes to invoices submitted for payment which do not respect the terms of this contract.

STATEMENT OF WORK

The Statement of Work (SOW) shall be properly concluded prior to starting each assignment as per Annex 1 (sample) attached for reference.

The Daily Rate is the rate for the planned resource(s) based on the designated profile. In the event that a different resource is assigned, the rate may change, provided however that the Contractor shall provide notice of such change and shall provide the opportunity to elect another resource. Any replacement or change in the assigned resource after commencement of the assignment will include an overlap period at no charge to UNHCR, as deemed necessary by UNHCR.

The Contract Period End Date is the anticipated date Services contemplated by this SOW are to be completed. In the event that the services are not completed by the End Date, and provided further there is no break of time in the engagement, this SOW shall remain in effect until the Services are completed and/or there is a break in time for these Services.

If UNHCR desires to extend the consulting resource(s) beyond the dates listed above, the Contractor will be contacted as soon as possible, but not later than five (5) business days before the Contract

Period End Date. UNHCR reserves the right to terminate any SOW prior to the End Date if the consultant is unable to provide the services as defined in the SOW or if the consultant is absent from work for more than 5 consecutive working days.

OBLIGATION OF UNHCR

UNHCR will provide knowledgeable user personnel who can assist consulting resource(s) in reviewing work and providing any required information. UNHCR will provide an adequate office environment and equipment for use by the consulting resource(s). UNHCR will provide reasonable access to UNHCR facilities during normal working hours and otherwise as reasonably requested by consulting resource(s). UNHCR will provide a phone line available for dial-up work.

TERMS AND CONDITIONS

The UNHCR Conditions for the Provision of Services (December 2003 version) are herewith attached and form an integral part of this Agreement and are binding on both parties.

For the Contractor

For The Office of the United Nations High Commissioner for Refugees

Signature

Signature

Title:

Jiddo van Drunen
Head
Supply Management Service

Geneva, _____

Geneva, _____

VENDOR CONTRACT CONFIRMATION FOR PROFESSIONAL SERVICES
– STATEMENT OF WORK – ANNEX 1

We agree to provide the consultant's services as set out in the schedule below, on the basis of the below mentioned Frame Agreement signed with UNHCR:

CONTRACT NO.:	SMS/SA/XX/XX
ASSIGNMENT NUMBER:	
CONSULTANT :	Name and profile (using the previously agreed profiles)
DAILY RATE	COMPLETE AS APPROPRIATE
LOCATION:	94, rue de Montbrillant, 1211, Geneva, Switzerland and such other location(s) as UNHCR and the consultant may agree.
SERVICES	Consultant to provide (state services called for) to assist the development and maintenance of the Project, and such projects as may from time to time be agreed. (COMPLETE AS APPROPRIATE)
CLIENT CONTACT	UNHCR PROJECT MANAGER
CLIENT SUPERVISOR	UNHCR SUPERVISOR
PERMITTED EXPENSES	NOT APPLICABLE
CONTRACT PERIOD:	Start: End: Total level of effort (mandays):
ESTIMATED TOTAL COST	Calculated using daily rate X number of days, plus any applicable DSA and estimated travel costs.
SERVICE HOURS	8 hours per day on business days between 0900 and 1800, or otherwise at times to be agreed.
EXCESS HOURS	NOT APPLICABLE
INVOICING PERIOD	Monthly
PAYMENT TERMS	Within 30 days after receipt of invoice

NAME OF COMPANY: _____

NAME/SIGNATURE: _____ DATE: _____

SMS/Contracts Unit

NAME/SIGNATURE: _____ DATE: _____