



LTA/PUB/2013-01
Madrid, date

Annex III

Model of Long Term Agreement

LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES TO THE WORLD TOURISM ORGANIZATION (UNWTO)

This Long Term Agreement is made between the World Tourism Organization, a specialized agency of the United Nations, having its headquarters at Calle del Capitán Haya, 42, 28020 Madrid, Spain (hereinafter "UNWTO") and _____ (hereinafter called "Contractor") with its headquarters at _____.

WHEREAS, UNWTO desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNWTO, as provided herein;

WHEREAS pursuant to the Expression of Interest LTA/PUB/2013-01,] the offer of the Contractor was accepted;

NOW, THEREFORE, UNWTO and the Contractor (hereinafter jointly the "Parties) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto ("Offer of the Contractor"), reflected in the contract/purchase order for professional services, attached hereto as Annex 2*.
2. Such Services shall be at the prices listed in Annex 1. The prices shall remain in effect for a period of two years (2) from the Entry into Force of this Agreement.
3. UNWTO does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years (2).

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNWTO immediately. UNWTO shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S INVOICING AND REPORTING

5. The Contractor shall invoice all concluded orders in a monthly period starting from the first order.
6. The Contractor shall report monthly to UNWTO on the Services provided to UNWTO.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

7. The standard UNWTO General Conditions for Professional Services, attached as Annex 3 shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

8. 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 provision of the Services hereunder.
9. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years (2), and may be extended for [one additional] year (1) until a maximum of five years (5) by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this agreement.

For and on behalf of:

[Contractor]

UNWTO

Date: _____

Date: _____



ANNEX III a

OFFER OF THE CONTRACTOR (Including price list)



ANNEX III b

(*template model subject to modification)

UNWTO PURCHASE ORDER

World Tourism Organization
C/ Capitán Haya 42
28020 Madrid (Spain)
Phone: + 34 91 567 81 00
Fax: +34 91 571 37 33
[E-mail]
[Contact person at UNWTO]

SUPPLIER :

[Name]
[Company]
[Address]
[City, Zip Code]
[Phone]

UNWTO Ref.	Offer Ref.	Delivery date	TO:
LTA/PUB/2013-01	[Your offer of dd/mm/yyyy]		[Address of UNWTO client]

ITEM/ISBN #	DESCRIPTION (BOOK TITLE)	QUANTITY	UNIT PRICE	LINE TOTAL
VAT ---%				
TOTAL				

- This PO is subject to UNWTO Terms & Condition (attached hereto).
- Please send copy of this PO signed by duly authorized representative in 2 days (2) as acceptance of this PO and its conditions.
- Please notify UNWTO immediately if you are unable to deliver as specified.
- Please note that this PO together with your signed copy **will be construed as a contract between UNWTO and your company.**
- The contractor may not demand from UNWTO the reimbursement of any taxes for which it may be liable with regard to the payments received according to the terms of the contract, and shall be solely responsible for paying such taxes.
- The Contractor and UNWTO agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order: 1. This PO and its GTC 2. The contractor's offer.
- Send all correspondence to:
UNWTO – Communications and Publications
Calle Capitán Haya 42
28020 Madrid
SPAIN
Tel.: +34 – 915 67 81 07 Fax: +34 – 915 71 37 33
E-mail: pub@unwto.org

Signature and seal:

Authorized by Duly authorized representative

Date ____/____/____

Signature and seal:

Duly authorized UNWTO representative
[post, UNWTO]

Date ____/____/____

ANNEX III c

UNWTO GENERAL TERMS AND CONDITIONS

1 ACCEPTANCE OF THE PURCHASE ORDER

- 1.1 This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified.
- 1.2 Acceptance of this Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions.
- 1.3 No additional or inconsistent provisions proposed by the Supplier shall bind UNWTO unless agreed to in writing by a duly authorized official of UNWTO.
- 1.4 In the event that the UNWTO requests from the Supplier a higher number of goods than initially required, the Supplier undertakes to maintain the same price for the goods during the period of the validity the offer.
- 1.5 The contractor may not demand from UNWTO the reimbursement of any taxes for which it may be liable with regard to the payments received according to the terms of the contract, and shall be solely responsible for paying such taxes.

2 PAYMENT

- 2.1 UNWTO shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNWTO, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNWTO.

3 RIGHTS OF UNWTO

- 3.1 In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNWTO may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:
- 3.1.1 Procure all or part of the goods from other sources, in which event UNWTO may hold the Supplier responsible for any excess cost occasioned thereby.
- 3.1.2 Refuse to accept delivery of all or part of the goods.
- 3.1.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNWTO.

4 LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the services by the delivery date(s) stipulated in this Purchase Order, the Supplier shall immediately consult with UNWTO to determine the most expeditious means for delivering the services.

5 NON-COMPLIANCE

- 5.1 If the work prescribed in this contract is not delivered by the date indicated or fails to give satisfaction or is not in conformity with the conditions set forth above, UNWTO reserves the right to request the consultant to correct, amend or complete or refuse it. In the case of refusal, payment may be made in consideration of the work performed to the satisfaction of UNWTO. If the consultant fails to correct, amend or complete the work as requested within the prescribed time-limits, UNWTO reserves the right to do so itself or arrange to have it done, and to reduce the remuneration payable under the contract by an amount corresponding to the part of the work not performed. Any advance payments made by UNWTO shall be returned to it taking into account the work that was actually completed and that UNWTO has considered satisfactory.
- 5.2 Should this contract be terminated for disciplinary reasons or for unsatisfactory service, the contracting party shall receive payment pro rata for work in fact done and which UNWTO shall have judged satisfactory. The contracting party shall not be entitled to any kind of compensation or indemnity for the rescission or for the unexpired period of this contract.

6 ASSIGNMENT AND INSOLVENCY

- 6.1. The Supplier shall not, except after obtaining the written consent of UNWTO, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

- 6.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNWTO may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

7 USE OF UNWTO OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNWTO or the United Nations for any purpose.

8 PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNWTO without specific permission of UNWTO in each instance.

9 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

- 9.1 The Contractor agrees that it will forthwith disclose and assign to UNWTO all discoveries, processes, or inventions, made or conceived in whole or in part by it alone or in conjunction with others relating to or arising out of this Contract, and the said discoveries, processes, or inventions, shall become and remain the property of UNWTO, whether or not patent applications are filed thereon.
- 9.2 Upon request of UNWTO and at its expense, the Contractor shall take all necessary steps, execute all necessary documents and generally assist UNWTO in securing such proprietary rights and transferring them to UNWTO in compliance with the requirements of the applicable law.
- 9.3 All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, (referred to hereinafter in this Article as "materials") except pre-existing materials, publicly or privately owned, collected or prepared in consequence of or in the course of the performance of this Contract, shall become the sole property of UNWTO, which shall have the sole right to publish the same in whole or in part and to adapt and use them as may seem desirable, and to authorize all translations and extensive quotations there from. If the Contractor incorporates in its materials any previously published or unpublished materials, it shall obtain permission for the publication, use and adaptation in any language free of cost to the UNWTO from the persons in whom any existing copyrights therein may be vested and produce evidence to the UNWTO of such permission.
- 9.4 The obligations in this Article do not lapse upon termination of the Contract.

10 SETTLEMENT OF DISPUTES

10.1 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered.

11 PRIVILEGES AND IMMUNITIES

11.1 Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the UNWTO or the United Nations, including its subsidiary organs.
