Document II: Long-term Agreement (example)
Long-term Agreement for the provision of an electronic voting system for the World Tourism Organization (UNWTO)

This Long-term Agreement is made between the World Tourism Organization (UNWTO), a specialized agency of the United Nations, represented by its Secretary-General, Mr. Zurab Pololikashvili, having its headquarters at Calle del Poeta Joan Maragall 42, 28020 Madrid, Spain (hereinafter referred to as “UNWTO”), and [include company name], represented by [include title and name of representative], with its headquarters at [include full address] (hereinafter referred to as the “Contractor”).

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 Invitation to Tender RFP/ICT/2022-03 for the provision of an electronic voting system for the World Tourism Organization (UNWTO), the offer of the Contractor was accepted;

Whereas all Documents and Annexes enclosed to this Agreement shall be an integral part thereof;

Now, therefore, UNWTO and the Contractor (hereinafter jointly referred to as the “Parties”) hereby agree as follows:

Article 1: Scope of work

1.1 The Contractor shall provide the services and deliverables, which are listed in Annex 1 hereto (“Terms of Reference”), as negotiated with the UNWTO and these shall be requested as stipulated in the Purchase Order in the form attached hereto as Annex 2.

1.2 UNWTO may at any time request quotations from the Contractor for the services included in Annex 1 or similar services.
1.3 The Contractor shall send an offer to the UNWTO within 5 working days.

1.4 If the offer is accepted, the UNWTO may issue, without obligation, purchase orders in the name of the Contractor (in accordance with Annex 2).

1.5 The Company shall have a period of 5 business days to declare in writing its acceptance to the UNWTO.

1.6 The Purchase Order and acceptance thereof by the Contractor shall constitute the Contract between the parties.

1.7 Such services shall include the prices set out in Annex 3.

1.8 UNWTO does not guarantee the acquisition of any service during the validity period of this Agreement, which shall be two (2) years, automatically renewable on an annual basis for up to five (5) years, unless previously terminated in accordance with the provisions in the General Conditions applicable to UNWTO Purchase Orders.

1.9 This Agreement is not exclusive. The UNWTO may issue Purchase Orders to or establish Long Term Agreements with other companies for the provision of the same services.

**Article 2: Changes in conditions**

2.1 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 the UNWTO immediately. The UNWTO shall consider the impact of any such event and may request an amendment to the Agreement.

2.2 The Contractor undertakes to maintain the offer price for one year since the signature of the Agreement.

2.3 The Contractor may revise its prices annually starting one year after the signature of the Agreement as long as it notifies the UNWTO of such revision in writing and guarantees that the prices offered to the UNWTO is the minimum price offered by the contractor to third parties.

**Article 3: Contractor’s reporting**

The Contractor will report at the end of each event to the UNWTO on the Services provided to the UNWTO.
**Article 4: General and special terms and conditions**

The standard UNWTO General Conditions for Purchase Orders, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

**Article 5: Payment**

The original invoice shall be sent by post by the Contractor for each payment stipulated under this contract to the following address:

C/. Poeta Joan Maragall, 42
28020, Madrid
Spain

The UNWTO will make the payment to the Contractor after acceptance by the UNWTO of the invoices submitted by the Contractor to the address specified. The invoices shall be paid within thirty (30) days following the receipt and acceptance by the UNWTO. All payments will be made by the UNWTO by bank transfer to the bank account of the contractor.

Payments made to the Contractor by the UNWTO shall not be considered to discharge the Contractor from its obligations under this Contract nor as acceptance by the UNWTO of the performance of the services by the Contractor.

The contractor is solely responsible for the payment of taxes or fees with respect to payments received under the contract and shall not claim reimbursement of such taxes or fees that may arise from the UNWTO. The UNWTO will only pay taxes and fees reflected explicitly in the contract.

**Article 6: Acceptance**

6.1 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 in accordance with the purchase orders.

6.2 This Agreement shall enter into force on the date of the last signature by the representatives of the Parties.

**Article 7: Protection of Personal Data**

In case the processing of personal data is necessary for providing the Services, the Contractor assume the following commitments:
7.1 To use the data communicated solely for the purpose of the Service.

7.2 To ensure that the persons authorized to process personal data shall undertake to respect confidentiality and that the data will not be communicated to unauthorized third parties.

7.3 To take all necessary measures to provide a level of security appropriate to the risk that may arise from the processing of personal data and ensure the safety and integrity thereof, as well as to prevent their alteration, loss, accidental or unlawful destruction, treatment, disclosure or unauthorized access.

7.4 If there is another entity in charge of processing, to impose the same protection obligations established in the applicable regulations.

7.5 The owner of the personal data may exercise his rights of access, rectification, cancellation and opposition.

Article 8: Notifications

For the purpose of notifications under the Agreement, the addresses of the UNWTO and the Contractor are as follows:

For UNWTO: For the Contractor:

[Insert contact person for the UNWTO] [Insert contact person for the Contractor]
C/ Poeta Joan Maragall, 42 [Insert address]
28020, Madrid
España

In witness whereof the Parties sign this agreement by their duly authorized representatives:

For and on behalf of For and on behalf of the
[NAME OF CONTRACTOR] World Tourism Organization
(UNWTO)

[Name and title] Zurab Pololikashvili, Secretary-General
Date: Date:
Annex I:
Terms of Reference
Annex II:

Purchase Order

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<tr>
<th>Supplier:</th>
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<tbody>
<tr>
<td>[Company]</td>
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<tr>
<td>[City, Zip Code]</td>
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<tr>
<td>[Phone]</td>
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<tr>
<td>[E-mail]</td>
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<tr>
<td>[NIF]</td>
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<tr>
<td>[Contact person]</td>
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<table>
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<tr>
<th>UNWTO Ref.</th>
<th>Offer Ref.</th>
<th>Delivery date</th>
<th>Description of services</th>
<th>Price + VAT</th>
<th>Payment conditions</th>
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<th>Observations/ Special conditions:</th>
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1. This PO is subject to UNWTO Terms & Conditions (attached hereto).
2. Please send copy of this PO signed by duly authorized representative within 4-5 days as acceptance of this PO and its conditions.
3. Please notify UNWTO immediately if you are unable to deliver as specified.
4. Please note that this PO together with your signed copy will be construed as a contract between UNWTO and your company.
5. 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.

Signature and seal:

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<tr>
<th>Authorized by</th>
<th>Duly authorized representative</th>
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</thead>
<tbody>
<tr>
<td>[post, Company]</td>
<td>Duly authorized UNWTO representative</td>
</tr>
<tr>
<td>Date <strong><strong>/</strong></strong>/____</td>
<td>Date <strong><strong>/</strong></strong>/____</td>
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</tbody>
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Annex III:
Offer of the Contractor
Annex 4: UNWTO General Conditions for Professional Services

Article 1: Independent contractor

Nothing contained in this Contract shall be construed as establishing or creating between UNWTO and the Contractor the relationship of master and servant, principal and agent or employer and employee; it being understood that the Contractor is an independent contractor in relation to UNWTO. No person engaged by the Contractor in connection with the performance of any obligation under this Contract shall be regarded as an agent, servant, employee of UNWTO, and the Contractor shall be solely responsible for all claims by such persons arising out of or in connection with their engagement by the Contractor. The Contractor shall inform such persons of the foregoing.

Article 2: Contractor's general responsibilities

2.1 The Contractor shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.

2.2 The Contractor shall act at all times so as to protect, and not be in conflict with, the interests of UNWTO, and shall take all reasonable steps to keep all costs and expenses at a reasonable level.

2.3 The Contractor shall be responsible for work or services performed by its agents, servants, employees, subcontractors and independent contractors in connection with this Contract. To this end, and without limiting the generality of the foregoing, the Contractor shall select reliable persons who will perform effectively, respect local customs and conform to the highest standards of professional, moral and ethical conduct.

2.4 The Contractor shall respect and abide by all applicable laws, regulations and ordinances of the country in which the obligations under this Contract are to be performed, and shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors do so.

Article 3: Worker's compensation and other insurance

3.1 The Contractor shall take out and maintain:
a) all applicable worker’s compensation and liability insurance with respect to its agents, servants and employees performing work or services in connection with this Contract;

b) comprehensive general liability insurance in an appropriate amount for all claims for death, bodily injury or damage to property, including, but not limited to, products liability, arising from acts performed or omissions committed by the Contractor, its agents, servants, employees, subcontractors and independent contractors in connection with this Contract; and

c) such other insurance as may be agreed upon between UNWTO and the Contractor.

3.2 The Contractor shall ensure that all policies of insurance referred to above, other than for workmen’s compensation, shall name UNWTO and, where appropriate, subcontractors and independent contractors concerned, as additional insured parties.

3.3 Upon request by UNWTO, the Contractor shall provide evidence, to the reasonable satisfaction of UNWTO, of the insurance referred to above and shall give UNWTO reasonable advance notice of any proposed changes related to such insurance.

3.4 UNWTO undertakes no responsibility to provide life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any persons performing services in connection with this Contract.

**Article 4: Intellectual property, patents and other industrial property rights**

4.1. The Contractor represents and warrants that in the provision of services under this contract it shall not violate any patent, copyright, trade name or trademark or any other industrial or intellectual property.

4.2. Furthermore, the Contractor, by virtue of such warranty, shall indemnify and defend UNWTO and the United Nations at its own expense for any action or claim that may be filed against UNWTO or the United Nations concerning the alleged violation of any of the rights referred to in this clause in relation to the services provided under this contract.

4.3. All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, 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 therefrom. 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 UNWTO from the persons in whom any existing copyrights therein may be vested and produce evidence to UNWTO of such permission.

4.4. The obligations in this Article do not lapse upon termination of the Contract.

**Article 5: Encumbrances and restrictions**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any third party to be placed on file or to remain on file in any public office or on file with UNWTO against any monies due or to become due for any work done or services rendered in connection with this Contract, or by reason of any claim or demand against the Contractor.

**Article 6: Instructions**

The Contractor, its agents, servants, employees, subcontractors and independent contractors, shall neither seek nor accept instructions from any authority external to UNWTO in connexion with the performance of their obligations under this Contract, and shall refrain from any action which may adversely affect UNWTO. Contractor shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.

**Article 7: Officials not to benefit**

The Contractor warrants that no UNWTO official has been or will be, directly or indirectly, offered or given any inducement or benefit in connection with this Contract or the award thereof.

**Article 8: Subcontracting**

The Contractor shall engage no subcontractor to perform any work or services in connection with this Contract unless the Contractor shall have notified UNWTO of the identity of the proposed subcontractor and UNWTO shall have notified the Contractor of its approval of the engagement of the subcontractor. The approval by UNWTO of the engagement of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor.
Article 9: Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract except after obtaining the prior written approval of UNWTO.

Article 10: Language

Except as may otherwise be specified in this Contract, the English language shall be used by the Contractor in all written communications to UNWTO with respect to the performance of the obligations under this Contract and with respect to all documents procured or prepared by the Contractor pertaining to such obligations.

Article 11: Confidential nature of documents and data protection

11.1 The Contractor shall keep confidential all information that comes to its knowledge due to the provision of services under this Contract.

11.2 The Contractor shall ensure the protection of UNWTO data at its disposal by virtue of this contract in accordance with the highest international standards for data protection.

11.3 The Contractor shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.

11.4 The obligations in this Article do not lapse upon termination of this Contract.

Article 12: Use of name, emblem or official seal of the UN and UNWTO

The Contractor, its agents, servants, employees, subcontractors and independent contractors shall not advertise or otherwise make public the fact that it is performing, or has performed, work or services for UNWTO or the United Nations, or use the name, emblem or official seal of UNWTO or the United Nations or any abbreviation of the name of UNWTO or the United Nations in connection with its business for advertising purposes or for any other purposes. The Contractor shall take all reasonable measures to ensure compliance with this provision by its agents, servants, employees, subcontractors, and independent contractors. This obligation does not lapse upon termination of the Contract.

Article 13: Penalties for non-compliance

1. If the services described in this Contract are not completed on the specified date or are not satisfactorily performed or do not comply with the conditions established in the Contract,
UNWTO reserves the right to request the Contractor to correct, rectify or complete the such services, or to reject such services. In the event of refusal to complete the services, payment may be made if UNWTO deems that the services are satisfactory.

If the Contractor fails to correct, remedy or complete the services requested within the time limits established, UNWTO reserves the right to perform them on its own account or through a third party, and deduct from the total contract payment the amounts corresponding to the part of service not performed. Any advance payment made by UNWTO shall be returned taking into account the service that has been completed and that UNWTO has considered satisfactory.

2. Such sum will be deducted on the mere grounds of non-compliance with any provision of the contract, with no need for prior notice or judicial proceedings or evidence of damages, which in all cases shall be considered proven. The payment or deduction of such damages shall not relieve the Contractor from its obligation to fully complete the Services or any other of its obligations or responsibilities under the contract.

3. UNWTO may also implement the measures provided for in Article 15 of the General Conditions of Contract.

**Article 14: Amendments**

No modification of or change in this Contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Contract or their duly authorized representatives in the form of an amendment to this Contract duly signed by the parties hereto.

**Article 15: Grounds for termination**

15.1. Unilateral termination:

UNWTO may, by providing thirty (30) days' notice to the Contractor, unilaterally terminate this contract at any time for reasons of necessity. The termination notice shall indicate that the resolution is at the convenience of UNWTO, and therefore the performance of the Contractor under the Contract shall be terminated and the date on which such termination shall become effective. After receiving notice of termination, the Contractor shall take immediate steps to conclude in a quick and orderly manner the performance of any obligation under the contract, reduce costs to a minimum and shall not undertake any new forward commitment from the date of receipt of notice of termination.

15.2. Termination due to breach of contract:

UNWTO, without prejudice to any other remedy for breach of contract may, by written notice of the breach sent to the Contractor, immediately terminate the contract, with the Contractor being required to compensate UNWTO for all damages and costs,
including but not limited to, all costs incurred by UNWTO.

**Article 16: Rights of the child**

16.1. The Contractor represents and warrants that neither it nor any of the Contractor’s subsidiary or affiliated entities is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

16.2. Any breach of this representation and warranty shall entitle UNWTO to terminate this Contract immediately upon notice to the Contractor, without any cost to UNWTO.

**Article 17: Mines**

17.1. The Contractor represents and warrants that neither it nor any of the Contractor’s subsidiaries or affiliated entities is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The term “mines” means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

17.2. Any breach of this representation and warranty shall entitle UNWTO to terminate this Contract immediately upon notice to the Contractor, without any cost to UNWTO.

**Article 18: Applicable law**

This Contract shall be governed and construed in accordance with general principles of International Law, to the exclusion of any single national law.

**Article 19: Arbitration**

Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules.

**Article 20: Privileges and immunities**

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNWTO.