

Contract No. _____

Long Term Agreement (LTA)
for
[.....]

by and between

Green Climate Fund, 12th floor, G-Tower, 175 Art Center-daero, Yeonsu-gu, Incheon,
22004 Republic of Korea

and

[Name of the Contractor],
[their address]

This **Service Contract** ("**Contract**") is entered with effect from the date of the signature by both parties ("**Effective Date**") between:

THE GREEN CLIMATE FUND, a designated operating entity of the financial mechanism under Article 11 of the United Nations Framework Convention on Climate Change and established pursuant to the Governing Instrument for the Green Climate Fund, with headquarters in Songdo, Republic of Korea, and postal address at 12th floor, G-Tower, 175 Art center-daero, 24-4 Songdo-dong, Yeonsu-gu, Incheon, 22004 Republic of Korea ("**GCF**" or the "**Fund**") which possesses juridical personality with legal capacity as is necessary for the exercise of its functions and enjoys such privileges and immunities as are provided for under the Governing Instrument for the Green Climate Fund and the Agreement between the Republic of Korea and the Green Climate Fund concerning the Headquarters of the Green Climate Fund; and

[Name of the Contractor], a [company/entity/non-profit organization] existing under the laws of [Contractor's country], with registration No. [.....] and with its principal place of business at [Contractor's address] ("**The Contractor**"),

each a "**Party**" and together the "**Parties**".

WHEREAS GCF issued a [Request for Proposal] [Request for Quotation] _____ ;

WHEREAS the Contractor and other [bidders][service providers] submitted [bidding proposals][quotations] for the provision of services;

WHEREAS GCF accepted the Contractor's proposals for provision of services and the Parties wish to enter into an agreement with respect to these services; and

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The following documents (collectively referred to as "Contract Documents") constitute the entire Contract between the Fund and the Contractor for GCF's purchase of the Services:

- (A) This contract form
- (B) Appendix I: Special Conditions of Contract
- (C) Appendix II: General Conditions of Contract
- (D) Appendix III: The GCF's Terms of Reference
- (E) Appendix IV: The Contractor's Proposal submitted under the Request for Proposal (RFP XXXXXXXXX) dated xxxxx
- (F) Appendix V: All the Statement(s) of Work (SOW) to be issued in the future

In the event of any conflict, discrepancy or inconsistency within the above Contract Documents, then the documents shall prevail in the order listed above.

2. Whenever used in this Contract, the capatalized words and expressions shall have the meaning as are assigned to them in the Contract Documents referred to in paragraph 1 above unless modified in the Appendix I: Special Conditions of Contract or the context otherwise requires. In consideration of the payments to be made by GCF to the Contractor as set out in this Contract, the Contractor hereby covenants with GCF to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. GCF hereby covenants to pay the Contractor in consideration of the performance and completion of Services defined in the Statement(s) of Work to be issued during the contract duration and subject to the terms and conditions set forth in this Contract, the Contract Price or such other sum as may become due and payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. This Contract including each Statement of Work entered into hereunder constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto, other than those writings expressly referred to or incorporated into this Contract.

IN WITNESS WHEREOF the Parties hereto, acting through their representatives thereunto duly authorized, have caused this Contract to be signed in their respective names as of the date below written and for this Contract to be executed with effect from the date above written.

For and on behalf of the GCF

For and on behalf of the Contractor

Signed by

Signed by

[NAME]
[TITLE]

[NAME]
[Title]

Date: _____

Date: _____

Appendix 1: Special Conditions of Contract

APPENDIX 1
SPECIAL CONDITIONS OF CONTRACT
[PROCUREMENT OF SERVICES AND RELATED GOODS]

Contract No. _____
Nature of Service: _____

1. GENERAL CONDITIONS OF CONTRACT; DEFINITIONS

- 1.1 The following Special Conditions of Contract (“SCC”) shall supplement the General Conditions of Contract (“GCC”). Whenever there is conflict, the provisions herein shall prevail over those in the GCC.
- 1.2 The terms defined in the GCC shall have the respective meanings therein set forth unless modified herein or the context otherwise requires. Additional terms used in this Contract shall have the following meaning:
- (a) “Authorised Representative” means, in respect of each Party, the person identified as such in accordance with Clause 3.
 - (b) “Statement of Work (SOW)” means an additional contract document to be issued by the GCF defining the service to be rendered by the Contractor per each job under the contract. Each SOW shall be valid until its successful completion by the Contractor.

[1.3 The GCC are modified as set forth below and all other terms and conditions of the GCC shall remain in full force and effect as provided therein.

(a) *list any modifications to the GCC, if any.*¹

2. NOTICES

- 2.1 Any Notices, information or other communications required under the Contract shall be in writing and shall be delivered in person, by registered or certified mail, by facsimile or through electronic mail to the address and Authorised Representative.
- 2.2 Notices delivered in person shall be effective when delivered to the address specified below and personally received by the addressed Party’s Authorised Representative. Notices sent by registered or certified mail shall be effective on the date of delivery to the address specified hereunder, as shown in the return card for registered mail or the postmaster’s certification. Otherwise, Notices sent by facsimile or through electronic mails shall be effective upon successful transmission to the Party in accordance with the contact details specified Clause 3.

GCF address:

Green Climate Fund
G-Tower 11 Floor, 175 Art center-daero, [24-4 Songdo-dong]
Yeonsu-gu, Incheon, 22004 South Korea
Telephone: 82-32-4586072
Fax: 82-32-4586093
E-mail: _____

CONTRACTOR address:

[Contractor’s address:
Telephone: +

¹ A Contractor or the Fund may propose and agree on amendment(s) and/or addition(s) to the GCC.

Fax: +
E-mail:]

3. AUTHORISED REPRESENTATIVE; DESIGNATED OFFICER OF THE FUND

- 3.1 Each Party shall designate an Authorised Representative that shall coordinate all activities between the Fund and the Contractor under the Contract.
- 3.2 All Notices, information or other communications to be given by the Contractor to the Fund under the Contract shall be given to the Fund's Authorised Representative and the Designated Officer, and any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Contractor shall be taken or executed by the Contractor's Authorised Representative.
- 3.3 All Notices, information or other communications to be given by the Fund to the Contractor under the Contract shall be given to the Contractor's Authorised Representative, and any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Fund shall be taken or executed by the Fund's Authorised Representative.
- 3.4 The Contractor shall not take any order, directive, or instruction from unauthorized Fund staff. Questions relating to the authority of orders, directives or instructions given in the name of the Fund should be directed to the Fund's Authorised Representative and Designated Officer.

Authorised Representatives of GCF:

Attention:
Telephone: (To be filled)
Fax:
E-mail:

Designated Officer of GCF:

Attention: [*Head or senior officer of user division*] – To be filled
Telephone:
Fax:
E-mail:

Authorised Representative of the CONTRACTOR:

Attention: Mr.
Telephone: +
Fax: +
E-mail:

Either Party may designate a new Authorised Representative or Designated Officer by serving written Notice on the other. The designation shall take effect immediately upon receipt of the Notice.

4. SCOPE OF THE CONTRACT

- 4.1 The Contractor shall perform the Services set out *in each Statement of Work*²

² The description of the Services will be provided in a separate Statement of Work (SOW) and the Contractor shall carry out the Service as and when requested by the Fund through SOW based on the unit prices quoted in the Contractor's Proposal. However, the GCF makes no commitment as to the entire volume of SOWs to be issued under the contract.

5. CONTRACT PERIOD

5.1 Unless sooner terminated pursuant to the Contract, the Contract shall remain valid for [specify the Contract term] starting from [*specify start date*] (“Contract Period”). [The Contractor shall perform the Services and provide the Related Goods from the Effective Date until [*specify completion date*] (“Completion Date”).]

6. CONTRACT PRICE

6.1 For and in consideration of the Contractor’s full and faithful performance of the Services (and provision of the Related Goods) during the Contract Period in accordance with the Contract, the Fund shall pay the Contractor the firm fixed unit prices, as quoted in the Contractor’s Proposal dated XXXXX and extended price list dated XXXXX.

6.2 The Contractor warrants that the Contract Price specified herein covers actual and contingent costs that the Contractor will incur in performing the Services (and providing the Related Goods), including but not limited to any additional compulsory statutory benefits and social contributions that the Contractor’s employees may be legally or officially entitled to or which the Contractor may be legally or officially required to pay after execution of the Contract.

6.3 The firm fixed unit prices submitted by the Contractor in its Proposal dated XXXXX as well as extended price list dated XXXX shall be valid for 24? Months after the entry into force of the Contract and shall remain firm until successful completion of all the Services requested under the SOW.

7. INVOICING; PAYMENT

7.1 The Fund will pay to the Contractor for full and proper performance of the Contractor’s obligations under this Contract and per each SOW.

7.2 The Fund shall make payments under the Contract subject to the following conditions:

(a) Payments shall be made only after the Designated Officer certifies that the Services and/or Related Goods were evaluated and found to have been performed or provided in accordance with the terms of the Contract.

(b) The Contractor’s request for payment shall be made to the Fund in writing; accompanied by an invoice describing the Services performed and/or Related Goods delivered and documents required under the Contract; and upon fulfillment of other obligations stipulated in the Contract.

(c) The Fund shall pay an invoiced amount no later than thirty (30) days after the date on which the Contractor submits a duly completed and valid invoice or claim to the Fund. The Contractor shall accept payment as full satisfaction of the Contractor’s entire claim arising out of or in connection with the Contract.

(d) The Contractor shall submit such documents supporting the Contractor’s invoice or statement of account, as the Fund may reasonably require.

(e) Unless otherwise agreed with the Contractor, the Fund shall remit payment by electronic transfer. [The Contractor shall provide the Fund with the Contractor’s bank details such as bank name, bank address/branch, account name, and account number on its invoices or request for payment.]

Contractor’s bank details for payment are:

Bank name:

Account No:

Bank Code:

SWIFT:
Account Holder:

8. SEXUAL ABUSE, SEXUAL EXPLOITATION AND SEXUAL HARASSMENT

- 8.1 The Contractor and Contractor-Related Persons shall not directly or indirectly condone, encourage, or tolerate participation, or engagement in Sexual Abuse, Sexual Exploitation, and Sexual Harassment (as defined in below) or any conduct substantially equivalent to Sexual Abuse, Sexual Exploitation, and Sexual Harassment.
- 8.2 The Contractor, to the extent permitted by applicable laws, shall inform the Fund, without delay, of Sexual Abuse, Sexual Exploitation, and Sexual Harassment or any conduct substantially equivalent to Sexual Abuse, Sexual Exploitation, and Sexual Harassment, suspected or alleged, to have taken place in connection with this Contract or its implementation.
- 8.3 The Fund may conduct investigations into the reports of Sexual Abuse, Sexual Exploitation, and Sexual Harassment or any conduct substantially equivalent to Sexual Abuse, Sexual Exploitation, and Sexual Harassment, suspected or alleged, in accordance with the relevant policies, rules and procedures of the Fund.
- 8.4 The Contractor, to the extent permitted by applicable laws, shall provide its full and timely cooperation with any such investigations the Fund may conduct into the reports of suspected Sexual Abuse, Sexual Exploitation, and Sexual Harassment or any conduct substantially equivalent to Sexual Abuse, Sexual Exploitation, and Sexual Harassment. The Contractor shall require all Contractor-Related Persons to cooperate with any investigations carried out by the Fund hereunder.
- 8.5 For the purposes of this Contract the terms “Sexual Abuse”, “Sexual Exploitation” and “Sexual Harassment” shall have the meanings given provided below under this paragraph II.7:
- (a) “Sexual Abuse” means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 - (b) “Sexual Exploitation” means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, threatening or profiting monetarily, socially, or politically from the sexual exploitation of another; and
 - (c) “Sexual Harassment” any unwelcome sexual advance, request for sexual favour, or other verbal, non-verbal, or physical conduct of a sexual nature, that interferes with work, is made a condition of employment, or creates an intimidating, hostile, or offensive environment in connection with a Fund-related Activity, and, for the avoidance of doubt, Sexual Harassment may occur between or amongst persons of different sexes or genders or of the same sex or gender, and may be initiated by any gender or sex.

9. [SERVICE LEVEL AGREEMENT [SLA]]

- 9.1 To achieve and maintain a high level of performance, the Fund and the Contractor may execute an SLA that sets their mutual expectations, specifies the aspects of delivery of the Services and Related Goods under the Contract, and identifies indicators to measure the Contractor’s level of performance. Any such SLA shall be appended to these SCC and form an integral part of them.]

10. [INSURANCE

- 10.1 In addition to the insurance coverages specified in the GCC, the Contractor shall take out and maintain at all times during the term of the Contract and at its own cost the following insurance policies:

- (a) *Specify additional insurance coverages and amount, if any*]: N/A

10.2 Except for any self-insurance program maintained by the Contractor and approved by the Fund for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with internationally reputable insurers that are in good financial standing and that are acceptable to the Fund. The Contractor shall promptly notify the Fund concerning any cancellation or material change of insurance coverage required under the Contract.^{3]}

11. WARRANTY

11.1 If the Services are not performed or are not supplied by the Contractor in a satisfactory manner, the Fund shall notify the Contractor to that effect and request the Contractor to remedy the situation. Upon such notification, the Contractor shall take immediate action to restore the Services. The Contractor needs to put in temporary provisions until the Service has been fully restored, as necessary.

³ Depending on the nature of the Services and the Contractor, Clause 6.4 of the GCC may be modified as above to reflect 'internationally reputable insurers' and increase the coverage amount.