

LTA Ref:

CRC:, LTA description

Company: Name, Country

LONG TERM AGREEMENT

This Long Term Agreement is made by and between the WORLD HEALTH ORGANIZATION (hereinafter referred to as WHO), having its headquarters at 20, avenue Appia, 1211 Geneva 27, Switzerland, and (hereinafter referred to as "the Company") address:

Whereas subject to the terms set out below, WHO may purchase the goods described in Annex 1 hereto (hereinafter referred to as "the Product[s]").

Whereas the Company is willing and able to supply the Product[s], at the prices and on the delivery terms set out in Annex 1 for dispatch by airfreight including export packing.

Now therefore the Parties agree as follows:

1. WHO may during the period up to[date] purchase quantities of the Product[s] from the Company at the respective prices set out in Annex 1, subject to the availability of funds and receiving sufficient requests to that effect from WHO programmes and Regional Offices, Country Programmes, UNAIDS, its co-sponsors, and/or other organizations purchasing through WHO. This Long Term Agreement does not constitute an obligation on the part of WHO to purchase any quantities of the Product[s] from the Company, nor will it prevent WHO from purchasing similar products from other sources.
2. The prices set out above are fixed for the period from ... to This Agreement may be extended for an additional period of twelve months by mutual agreement of the parties in writing, in which event the prices set out above may only be increased to reflect a possible overall increase in the Company's costs for raw materials incorporated in the Product[s].
3. The Company undertakes to supply the Product[s] to WHO in the quantities ordered at the prices set out in Annex 1, and otherwise on the terms set out in this Agreement. In the event of any reduction in the pricing applicable to the Product[s] supplied by the Company to its other customers during the term of this Agreement, the Company shall immediately notify WHO, and WHO shall have the right to benefit from such a reduction in price for any Product[s] that it may purchase under this Agreement. In such case, the Parties shall agree in good faith upon a corresponding amendment to this Agreement to reflect the decrease in price[s] for the Product[s].

[It is agreed furthermore that:

- the Company shall offer the same prices and terms as those agreed with WHO to other interested UN system agencies and organizations eligible to purchase through WHO (it being understood that each agency and organization will be responsible for independently entering into and administering its own contract with the Company); and
- the Company shall take account of the additional volumes purchased by all UN system agencies and other organizations as aforesaid to further reduce the prices for WHO and such other agencies and organizations.]

4. Purchase orders for the Product[s] will be placed by WHO, as funds become available and requests for such Product[s] are received. Such purchase orders will constitute the purchase contract between WHO and the Company and any purchase will be subject to the terms and conditions of this Long Term Agreement and the

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corresponding purchase order. In the event of any inconsistency between the terms of this Long Term Agreement and the terms of a purchase order, the terms most favorable to WHO shall prevail, unless explicitly agreed otherwise by the parties in writing.

5. The delivery time for the Product[s] by the Company shall not be more than thirty (30) days from the date of receipt of a purchase order from WHO (except in case of force majeure). In the event of urgent demands for the Product[s] due to unforeseen circumstances, WHO and the Company shall discuss and agree in good faith a shorter delivery time mutually acceptable to both parties.
6. Where applicable, the Company shall ensure that the remaining shelf life (RSL) of the Product[s] is in accordance with the WHO guidance TRS, 54th report, WHO Technical Report Series 1025, 2020, Annex 8: **Points to consider for setting the remaining shelf-life of medical products upon delivery** (<https://www.who.int/publications/m/item/trs-1025-annex-8-shelf-life-medical-products-delivery>)

Subject to the preceding paragraph, in exceptional cases, the remaining shelf life of the Product[s] may be less than 12 months upon their dispatch by the Company. In such cases, prior to dispatching the Product[s], the Company shall seek and obtain WHO's advance written agreement. In no circumstances shall the Company supply any such low-shelf-life Product[s] to WHO in the absence of WHO's prior agreement in writing.

7. In case of any unforeseen production problems arising at the Company or any other problems which could endanger the continuous supply of the Product[s] to WHO in accordance with this Long Term Agreement, the Company shall inform WHO in writing within forty-eight (48) hours after the occurrence thereof and the expected time required to solve the problem in question. If the supply of the Product[s] remains impossible for more than thirty (30) days, WHO shall be entitled to cancel any outstanding purchase orders.
8. [Include if applicable] If so requested, the Company agrees to provide, at no extra charge, in-country technical assistance, including in particular training, and remote technical support by phone, in the use of the Product[s] to WHO, other organizations purchasing through WHO and/or national healthcare workers.
9. Without the prior written consent of the other party, neither party may refer to the relationship between the parties under this Long Term Agreement in any material of a promotional or advertising nature.
10. Any matter relating to the interpretation or application of this Agreement, which is not covered by its terms, shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the award of the arbitration as final.
11. Nothing contained in this Agreement shall be construed as a waiver of any of the privileges and immunities enjoyed by WHO under national and international law and/or as submitting WHO to any national court jurisdiction.

In witness, the duly authorized representatives of the parties have signed this Agreement.

Signed on behalf of WHO

Signed on behalf of the Company

Name : Ms Angela Kastner

Title : Director Supply
HQ/BOS/SUP

Date :

Name :

Title :

Date :

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Annex 1

Long Term Agreement between the World Health Organization and

Product	Product Description	Unit of Measure	Price per unit of measure	Incoterm 2020	Delivery lead time after receipt of PO