



**LONG TERM AGREEMENT FOR THE PROVISION OF PROFESSIONAL TRANSLATION AND
INTERPRETATION SERVICES**

TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme / Programme of Assistance to the Palestinian People, a subsidiary organ of the United Nations, having its headquarters at 4A Ya'qubi Street, Jerusalem 91191 (hereinafter "UNDP") and **Mr. Albert Aghazarian** (hereinafter called "Contractor").

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

WHEREAS pursuant to the Request for Quotation (RFQ-2011-008), and the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP 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 ("Terms of Reference"), as and when negotiated by UNDP and reflected in a **contract for institutional services**, in the form attached hereto as **Annex 2**.
2. Such Services shall be at the **discount prices** listed in **Annex 3**. The prices shall remain in effect until **31 December 2011** from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement.

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

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will **report semi-annually** to UNDP on the Services provided to UNDP, including its projects.

UNDP Initials _____

Contractor's Initials _____

Handwritten initials: AUR and S. Shaker

Handwritten signature of Albert Aghazarian



Article 4: TERMINATION

6. UNDP reserves the right to terminate without cause this agreement at any time upon 15 days prior written notice to the Contractor, in which case no payment shall be due from UNDP to the Contractor except for services satisfactorily performed in conformity with the express terms of this agreement.

Article 5: GENERAL AND SPECIAL TERMS AND CONDITIONS

7. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 6: 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 until 31 December 2011, and may be extended for two additional years by mutual agreement of the Parties.

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

For and on behalf of:

CONTRACTOR

By

(Signature)

Albert Aghazarian

Tel: 626 4038

Cell: 0547 267 456

Email: albertmado@yahoo.com

Jerusalem

.....
(Date)

UNDP

By

(Signature)

Frode Mauring

Special Representative of the Administrator

United Nations Development Programme

Programme of Assistance to the Palestinian People

(UNDP/PAPP)

.....
(Date)

NUR 5/11



**ANNEX 1
TERMS OF REFERENCE (TOR)**

Provision of Professional Translation, Interpretation and Editing Services

I. Introduction

UNDP/PAPP wishes to establish long term agreements with experienced and qualified Individual Contractors to provide top-quality, quick and timely professional text translation, interpretation and editing services. Requests for services will be on an as-needed basis, with a maximum expenditure level of USD 100,000 to cover a period of three years. The issuance of the contract does not guarantee an anticipated level of work between UNDP and the Contractor.

II. Scope of Works

Under the guidance of UNDP program/project staff, the Contractor shall:

1. provide high quality translation/interpretation services;
2. demonstrate a client-oriented approach, tact and ability to work with people of different national and cultural backgrounds;
3. ensure effective and efficient provision of services, full confidentiality in all aspects of assignment, management of information flow and follow-up on deadlines and commitments made;
4. work with different UNDP program/project staff depending on the requested assignments;
5. report to the designated staff to seek needed approvals and consent of the above mentioned tasks;
6. render one or all of the following services:

a. Text translation

- i. Contractor shall provide timely, professional, text translation (from English to Arabic and vice versa), with the ability to meet strict timelines, and accommodate requests made by the requesting unit.
- ii. Contractor shall adequately review and edit the translated document(s).
- iii. Contractor shall submit translated material on CD, emailed using Microsoft Word, or mailed.

b. Simultaneous/Consecutive Translation

- i. Contractor shall provide professional, top quality simultaneous/consecutive translation (English, Arabic) during meetings, workshops, and events.

c. Text editing

- i. Contractor shall proof read and edit submitted materials in a timely manner, and to approve the final version prior to dissemination or sending it to publication, while maintaining the document layout/form, graphic design as is.

UNDP Initials _____

Contractor's Initials _____

NUR



**ANNEX 2
INSTITUTIONAL CONTRACT**

Contract No: CON-2011-XXX
Organizational Unit: UNDP/PAPP
Country: Programme of Assistance to the Palestinian People

Contract entered into between the United Nations Development Programme/Programme of Assistance to the Palestinian People (UNDP/PAPP) and **(Name of contractor)** (hereinafter referred to as the Contractor) in order to perform services in respect of **(Title)**.

1. Work Assignment

The Contractor shall provide the required services as per the **(Tender number)** dated **(Tender date)** issued by UNDP and Contractor's offer dated 28 June 2010.

This Contract shall commence on the date of contract signing and shall expire on satisfactory completion of the services but not later than **(date of expiration)**, unless sooner terminated under the Terms of this Contract. This Contract is subject to UNDP General Conditions of Commercial Services attached.

2. Consideration

As full consideration for the services performed by the Contractor under the terms of this contract, the UNDP/PAPP shall pay the Contractor upon (i) presentation of an official invoice and (ii) certification by Project Manager that the services have been satisfactorily performed:

- (a) A total not to exceed fee of **US\$ (amount in figures) (amount in words)**
- (b) Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP/PAPP on the day the UNDP/PAPP instruct its Bankers to effect the payment(s);
- (c) The fee is payable in installments upon certification of satisfactory performance at each phase as follows:
- (d) All payments will be made within 30 days of certification of satisfactory performance by the Project Manager.

3. Security

3.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

3.2 The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNDP Initials _____

Contractor's Initials _____

A handwritten signature in black ink is located in the bottom right corner of the page, overlapping the 'Contractor's Initials' line.