



World Food Programme
Programme Alimentaire Mondial
Programa Mundial de Alimentos
برنامج الأغذية العالمي

SAVING
LIVES
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LONG TERM AGREEMENT GHA23NF53

FOR THE PROVISION OF SERVICES

[TRANSPORT, CAR RENTAL SERVICES IN GHANA]

between

The World Food Programme
with Ghana Office at
Ring Road East 7, PO Box 1423
Accra, Ghana

and

[Blueberry Travel]

with its registered offices located in
[Nii Saban Atsen Street, Behind No 1 Hotel, Oxford Street,
Accra - Ghana]

(Vendor Number [50092883])

[JULY 2024]

[GHA23NF53]



This Long Term Agreement is entered into between:

- (1) **World Food Programme**, an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization of the United Nations, with Ring Road East 7, PO Box 1423 Accra, Ghana ("**WFP**");
 - and
 - (2) **[Blueberry Travel]**, a company with a registered office at Nii Saban Atsen Street, Behind No 1 Hotel, Oxford Street, Accra Ghana (the "**Contractor**");
- (each a "**Party**" and, jointly, the "**Parties**").

WHEREAS:

WFP has decided, for its institutional purposes, to enter into a Long Term Agreement ("**LTA**" and / or the "**Agreement**") for the provision of [TRANSPORT, CAR RENTAL SERVICES IN GHANA] (the "**Services**"), described in more detail in the annexes to this Agreement;

WFP has floated a(n) [Invitation to Bid (ITB) ref: [ITB GHA23NF53] with the intention of selecting a suitable Contractor for the provision of the concerned Services;

the Contractor, which represents to be a company specialised in the provision of the concerned Services, submitted an offer in response to the above-quoted [ITB];

pursuant to the aforementioned [ITB GHA23NF53], said offer of the Contractor was accepted by WFP; and

this document and its Annexes constitute a binding and enforceable Agreement between the Parties. The terms of this Agreement supersede and fully override any previous terms, conditions, agreement or contract pertaining to this matter.

NOW THEREFORE, the Parties agree as follows:

Article 1. Effective Date of the Agreement

- 1.1. This Agreement becomes effective on [10th July 2024] and shall expire on [9th July, 2025] (the "**Term**"), unless terminated earlier in accordance with the terms of this Agreement.

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- 1.2. Upon the expiration of the Term, WFP shall have the option, at its sole discretion, to extend the duration of this Agreement for [consecutive periods of one year at a time not to exceed a maximum period of two years], under the same terms and conditions. WFP shall notify the Contractor of any such extension in writing.

Article 2. Scope of the Agreement

- 2.1. The Contractor shall provide the Services as and when requested through a formal [Purchase Order (PO)], pursuant to Article 4.
- 2.2. The Agreement is entered into for the sole convenience of WFP and does not carry any commitment, express or implied, by WFP to make any purchase whatsoever. Such commitment being exclusively expressed if, when and as indicated in any [Purchase Order] issued by WFP hereunder during the Term of this Agreement.
- 2.3. The Agreement does not accord any exclusivity to the Contractor with respect to the provision of any Services contemplated within this Agreement.
- 2.4. The Contractor shall accord the same terms and conditions stipulated in this Agreement to any other entity within the United Nations system that wishes to avail itself of such terms, after obtaining written consent from an authorised representative of WFP. For the purposes of this Agreement, the authorised representative is the [Country Director/Representative, WFP Ghana].
- 2.5. Nothing in this Agreement may be considered as conferring upon the Contractor or upon its personnel, agents and contractors, any of the privileges and immunities enjoyed by WFP or WFP's personnel nor shall the Contractor request an exemption from any of its obligations under any law applicable to it on the basis of the privileges and immunities granted to WFP.

Article 3. Price

- 3.1. The ceiling prices listed in Annex [III] are fixed for the entire Term of this Agreement and for any subsequent extension foreseen in the Agreement, unless agreed otherwise in writing by the Parties.
- 3.2. The agreed currency of the Agreement and any [Purchase Orders] issued hereunder shall be [Ghana Cedis (GHS)].

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- 3.3. Most favoured customer price certification: for transactions resulting from this Agreement, the Contractor certifies that WFP is not charged more than other clients for similar services and given similar circumstances.

Article 4. Ordering Services

- 4.1. Throughout the duration of this Agreement, WFP may request a quotation for certain Services from the Contractor. Following receipt of such request, the Contractor may submit an offer confirming its agreement to provide the Services as requested. Such offer may be lower but shall not exceed the ceiling prices listed in Annex [III] of this Agreement.
- 4.2. WFP will review the offer submitted by the Contractor and may:
- (i) decline the offer;
 - (ii) accept the offer by issuing a [Purchase Order] to the Contractor. The Contractor must acknowledge receipt of the [Purchase Order] as specified therein; and/or
 - (iii) when necessary, request the Contractor to change and/or amend its offer, which WFP may then accept or decline.

Article 5. Provision of Services

- 5.1. When engaged to provide Services as per [Purchase Order], the Contractor shall perform the Services as described and in accordance with the requirements detailed in Annex [II] at the costs contained in Annex [III], unless specifically detailed otherwise in the [Purchase Order].
- 5.2. The Contractor shall perform the Services agreed between the Parties on the dates specified in this Agreement, its Annexes or in the [Purchase Order].
- 5.3. The Contractor shall, with due care and diligence, perform the Services as requested under Article 2.1 and provide all personnel, materials, equipment, and other facilities as necessary.
- 5.4. For the purposes of the Services hereunder, the Contractor's personnel shall be governed by the provisions set forth in Article 2 of Annex I (The United Nations General Conditions of Contract - Contract for the Provision of Services (Rev Apr 2012)).



- 5.5. The Contractor undertakes to provide WFP a quarterly report with a full and comprehensive list of [Purchase Orders] placed by WFP, and Services performed by the Contractor. The report shall be submitted to the designated WFP Project Manager as listed in Annex IV.

Article 6. Travel Policy

- 6.1. If and when WFP agrees to pay the Contractor for travel, which is related to the Services provided hereunder, the following conditions will apply:

- (i) prior written approval must be obtained from WFP.
- (ii) WFP will reimburse the Contractor for the actual costs incurred subject to the limits established within WFP's rules and regulations. The mentioned limits shall be communicated to the Contractor prior to the relevant ticket purchase.
- (iii) The Contractor shall travel according to the most economical fare/class of travel and shall be responsible for purchasing the tickets immediately after obtaining WFP's approval for travel as per (i) above.
- (iv) The Contractor shall submit evidence of the costs incurred within 30 days of travel completion.

Article 7. Invoicing Procedures and Payments

- 7.1. After the performance of the Services requested under [Purchase Order], the Contractor shall issue and deliver to WFP an invoice relating to the price and/or fees payable. Any invoice shall specify the information set forth in Article 7.4.

- 7.2. Invoices shall be delivered by the Contractor as follows:

- (a) Electronic Invoices. WFP will accept electronic invoices from the Contractor provided that the Contractor can guarantee the authenticity of the origin and integrity of invoice data. Security measures include security network and communications links, access controls and the use of secure networks such as http-s. The invoices shall be sent to the addresses below:
 - (i) for [Purchase Orders] issued by WFP offices other than WFP HQ, Rome, Italy:
a PDF version of an invoice shall be sent to ghanaaccra.accountspayable@wfp.org from the Contractor's official e-mail address as specified herein: [sales.acc@blueberry-travel.com]; and payment will be made by the WFP office in question.

[GHA23NF53]



For the avoidance of doubt, no invoice shall be presented to units/persons placing the order.

- 7.3. Digital signatures using vendor digital identities may be accepted by WFP as additional security measure. Invoices must be supported by the documentation specified in this Agreement.
- 7.4. The invoice will contain the following information:
- The reference number of this Long Term Agreement.
 - Email of the Contractor;
 - Invoice number and date;
 - Contractor name;
 - WFP vendor number;
 - WFP Purchase Order number;
 - Physical address of the Contractor;
 - Contractor's banking instructions as contained below;
 - Currency and amount to be paid;
 - Description of Services provided, number of units or quantity and unit price;
 - Contact person at WFP; and
 - Any other information.
- 7.5. A payment advice will be sent by WFP to the email address provided by the Contractor on the relevant invoice and which shall match the Contractor's official e-mail address as specified under Article 7.2(a) of this Agreement. The Contractor shall provide this address on any invoice submitted to WFP.
- 7.6. WFP payment conditions. WFP will make the payment by bank transfer within thirty (30) days from the date of receipt of the invoice and all other documents specified in this Agreement and in the [Purchase Order]. Under no circumstances, WFP shall be liable to pay interest on amounts not paid within this period. WFP will not make payments in advance of delivery. WFP will not provide payment using letters of credit.
- 7.7. Payments by WFP will be made by bank transfer, in the currency detailed below, to the following account:

Bank Name: UNITED BANK FOR AFRICA (GHANA) LTD
Full Bank Address: EAST LEGON (CORPORATE BUSINESS OFFICE)
Swift Code: STBGGHAC

[GHA23NF53]



Account Currency: GHS
Account Number: 0115124404503
Beneficiary: BLUEBERRY TRAVEL LTD

Article 8. Termination for cause

- 8.1. WFP shall have the right to terminate this Agreement by giving thirty (30) calendar days' written notice in case the Contractor fails to comply with any of its obligations under the terms and conditions of this Agreement or the relevant [Purchase Order]. Such termination shall be without prejudice to any other of WFP's rights or remedies, and without any liability for termination charges or any other liability of any kind for WFP.

Article 9. Poor performance of the Services

- 9.1. If the Services performed by the Contractor do not conform to the requirements of this Agreement and/or the relevant [Purchase Order], WFP may at no cost and without prejudice to its other rights and remedies under this Agreement, request the Contractor to take the measures necessary to remedy the improperly performed Services. If the Contractor fails to remedy its breach within fourteen (14) calendar days from WFP's request, WFP may procure such Services from other sources; hold the Contractor liable for any excess cost occasioned; and terminate the Agreement or the relevant [Purchase Order] with immediate effect.

Article 10. Remedies for late performance of the Services

- 10.1. In case of late performance of the Services, WFP shall be entitled, without prejudice to any other rights or remedies, to deduct liquidated damages from monies due to the Contractor, equivalent to [0.1 percent (0.1%)] of the price of the Services as per the [Purchase Order] per day of delay, up to a maximum of ten percent (10%) of the price of the [Purchase Order].
- 10.2. WFP shall have the right to deduct such amount from the Contractor's outstanding invoices, if any. It is understood that such liquidated damages shall only be applied when the delay is caused solely by the default of the Contractor.
- 10.3. The Contractor hereby agrees that the payment obligations set forth in this Article 10 are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages and represent a genuine pre-estimate of WFP's loss. The Contractor hereby waives the right to contest any such payment as void or unenforceable, as amounting to a penalty or otherwise.

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10.4. Acceptance of Services delivered late shall not be deemed a waiver of WFP's rights to hold the Contractor liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Contractor's obligation to make future deliveries in accordance with the terms of this Agreement.

Article 11. United Nations General Conditions of Contract

11.1. The United Nations General Conditions of Contract – Contract for the Provision of Services (Rev Apr 2012), attached hereto as Annex I, shall apply to this Agreement with the following specifications:

- (i) Any reference to "United Nations" shall be considered as a reference to "WFP", unless the context otherwise requires.
- (ii) Neither this Agreement nor the provision of the stated Services is intended to confer any right or benefit on any third party.

Article 12. Tax Exemption

12.1. In addition to the exemption from any form of direct taxation regulated in Article 18 of the attached United Nations General Conditions of Contract, WFP represents that it is exempt from Value Added Tax (VAT) or equivalent in several jurisdictions, including – but not limited to – all European Union Member States. The Contractor's invoices hereunder shall be issued accordingly, giving due consideration to WFP's VAT exemption status.

Article 13. Anti-Fraud and Anti-Corruption Policy

13.1. The Contractor acknowledges and agrees that, in accordance with WFP's Anti-Fraud and Anti-Corruption Policy (WFP/EB.A/2021/5-B/1) ("the Policy"), WFP is highly risk averse towards Fraud, Corruption, Theft, Collusive, Coercive, and Obstructive Practices, Money Laundering and Financing of Terrorism (as such terms are defined below) in its activities and operations, and has zero tolerance for inaction.

13.2. The Contractor acknowledges that it and its officers, employees, contractors, subcontractors, agents and affiliates have the duty to act honestly and with integrity in the provision of goods and services to WFP and its partners. The Contractor acknowledges that it has the duty to ensure that WFP resources are safeguarded and used for their intended purposes, as authorized by WFP.

13.3. In particular, and without limitation to paragraph 2, the Contractor represents and warrants to WFP that it has not, and it shall not, at any time:

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- (a) perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to mislead, WFP and/or any other party to obtain a financial or other advantage, or to avoid any obligation, to benefit itself and/or any other party ("Fraud");
- (b) offer, give, receive or solicit, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to improperly influence the actions of WFP and/or any other party ("Corruption");
- (c) take anything of value that belongs to WFP and/or another individual or entity without authorization ("Theft");
- (d) enter into any arrangement with any other party or parties that are designed to achieve an improper purpose, including, but not limited to, improperly influencing the actions of WFP and/or any other party ("Collusive Practice");
- (e) impair or harm, or threaten to impair or harm, directly or indirectly, WFP and/or any other party or the property of WFP and/or any other party to influence improperly the actions of a party ("Coercive Practice");
- (f) deliberately destroy, falsify, alter or conceal evidence material to the investigation or making false statements to investigators in order to materially impede a duly authorized investigation into suspected cases of Fraud, Corruption, Theft, Collusive or Coercive Practices, Money Laundering or the Financing of Terrorism; and/or threaten, harass or intimidate WFP and/or any other party in order to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or engage in any act intended to materially impede the exercise of WFP's contractual rights of access to information ("Obstructive Practice");
- (g) convert, transfer, acquire, possess or use property with the knowledge (or where knowledge may be reasonably presumed) that such property is derived from criminal activity or from an act of participation in such activity, including, but not limited to, concealing or disguising the true nature, source, location, disposition, movement, or rights with respect to, or ownership of, such property or aiding, abetting or facilitating such acts ("Money Laundering");
- (h) provide or collect resources, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, to benefit individuals and entities subject to measures imposed by the United Nations Security Council and appearing on the United Nations Security Council Consolidated List ("Financing of Terrorism", and together with Fraud, Corruption,

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Theft, Collusive Practice, Coercive Practice, Obstructive Practice and Money Laundering, "Prohibited Practices").

- 13.4. The Contractor shall communicate the Policy to its officers, employees, contractors, subcontractors, agents and affiliates and shall take all reasonable measures to ensure that such persons or entities do not engage in Prohibited Practices. The Contractor shall include equivalent anti-fraud and anti-corruption provisions in its agreements with any subcontractors and/or other agents which are in any way involved in the implementation of any project funded by WFP.
- 13.5. The Contractor will act on all reasonably suspected cases of any Prohibited Practice in line with the Policy. In particular, the Contractor shall promptly disclose to WFP (the WFP hotline is available for this purpose) any reasonably suspected Prohibited Practice or any attempt thereof. The Contractor shall fully cooperate, and shall take all reasonable steps to ensure that its officers, employees, contractors, subcontractors, agents and affiliates fully cooperate, with any investigation or review of reasonably suspected Prohibited Practices by WFP or its agents, including by allowing WFP or its agents to access and inspect its premises as well as any records, document and any other information, including financial, electronic and IT records, relevant to its contractual relationship with WFP, including allowing WFP to take copies of any such records, documents or information.
- 13.6. The Contractor expressly acknowledges and agrees that any breach of this clause by the Contractor or by any of its officers, employees, contractors, subcontractors, agents or affiliates constitutes a material breach of this Agreement, which entitles WFP to immediately terminate this Agreement without incurring any liability to Contractor.
- 13.7. Furthermore the Contractor expressly acknowledges and agrees that, in the event that WFP were to determine through an investigation or otherwise that a Prohibited Practice occurred, WFP shall have, in addition to its right to immediately terminate the Agreement, the rights to: i) apply and enforce the relevant sanctions in accordance with WFP internal regulations, rules, procedures, practices, policies and guidelines, including, but not limited to, debarment or referral of the matter to relevant national authorities when appropriate; and ii) recover all losses, financial or otherwise, suffered by WFP in connection with such Prohibited Practices, including by withholding relevant amounts from any subsequent disbursements.

Article 14. Conflict of Interest

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- 14.1. The Contractor warrants that, at the time of signing this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement, other than those situations it has disclosed to WFP during the bidding process.
- 14.2. A conflict of interest shall arise when, in WFP's sole judgement, the Contractor could benefit or appear to benefit, directly or indirectly, at any stage in the Agreement from a relationship or arrangement of whatever nature:
- (a) with an official or non-staff personnel of WFP, or;
 - (b) with a related contractor or subcontractor who provides to WFP goods and/or services that are directly or indirectly related to the execution of the present Agreement.
- 14.3. The following is a non-exhaustive list of scenarios which might constitute conflict of interest and which the Contractor must disclose to WFP:
- (a) the Contractor has any kind of interest or ties with any WFP official or non-staff personnel of WFP; or
 - (b) the Contractor directly or indirectly controls, is controlled by, or is under common control with, another related contractor or subcontractor who provides to WFP goods and/or services that are directly or indirectly related to the execution of the present Agreement; or
 - (c) the Contractor receives or provides any direct or indirect payment from or to another related contractor or subcontractor who provides to WFP goods and/or services that are directly or indirectly related to the execution of the present Agreement; or
 - (d) the Contractor shares key managers with another related Contractor or subcontractor who provides to WFP goods and/or services that are directly or indirectly related to the execution of the present Agreement; or
 - (e) the Contractor, including its key employees, has a relationship, of whatever nature, with another related contractor, including its key employees, who provides to WFP goods and/or services that are directly or indirectly related to the execution of the present Agreement, directly or through common third parties, that puts it in a position to influence the contract of another related contractor or subcontractor, or the decisions of WFP; or
 - (f) the Contractor participates in another related contract either individually or as a partner in a joint venture or any similar partnership; or



- (g) the Contractor has participated, directly or indirectly, in the preparation of the Specifications, Scope of Work or Terms of Reference included in the solicitation documents provided by WFP.

14.4. The Contractor shall immediately notify WFP if any conflict of interest arises or appears likely to arise during the duration of the Agreement and shall make full disclosure of all relevant information relating to the conflict.

14.5. Without prejudice to any other rights or remedies it may possess, WFP may immediately terminate this Agreement if the Contractor, in the reasonable judgement of WFP, has a conflict of interest.

Article 15. Subcontracting

15.1. The Contractor shall be solely and fully responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be consistent with the terms and conditions of this Agreement.

15.2. The Contractor shall ensure that all of its subcontractors (whether an individual or legal entity) are checked and cleared against the latest available "**Consolidated United Nations Security Council (UNSC) Sanctions List**" which can be accessed on the UNSC's website.

15.3. The Contractor represents that none of its subcontractors (whether an individual or legal entity) is subject to any sanction or suspension imposed and notified by WFP as a consequence of any prohibited practices as defined in the Anti-Fraud and Anti-Corruption Clause, a non-performance or defective performance in a contract with WFP, or any unresolved dispute or claim with WFP.

15.4. The Contractor expressly acknowledges and agrees that any breach of this Article by the Contractor or by any of its subcontractors constitutes a material breach of the Agreement, which entitles WFP to immediately terminate the Agreement without incurring any liability whatsoever to the Contractor as a result.

15.5. In addition to its right to immediately terminate the Agreement along with any other rights available under this Agreement, WFP shall have the right to:

- (i) apply and enforce the relevant sanctions in accordance with WFP internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities where appropriate; and

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- (ii) recover all losses, financial or otherwise.

Article 16. Prevention of Sexual Exploitation and Abuse

- 16.1. WFP is committed to a policy of zero-tolerance towards sexual exploitation and abuse; it expects all its employees to comply with the Special Measures for Protection from Sexual Exploitation and Sexual Abuse set out in Circular OED2014/020 and the principles stated in WFP's Code of Conduct. It also expects all its contractors to apply similar ethical standards.
- 16.2. By entering into this Agreement, the Contractor undertakes to abide by the standards of conduct included in: (i) the Secretary-General's bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13), including those listed in Section 3, and (ii) Article 28 (Sexual Exploitation) of Annex I to this Agreement.
- 16.3. Any failure by the Contractor to comply with the mentioned standards, to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action, shall constitute grounds for immediate termination of this Agreement.

Article 17. Representations and Warranties

- 17.1. The Contractor represents and warrants to WFP (which representations will be deemed to be repeated during the Term of this Agreement) that:
 - (a) it is duly organised and validly existing under the law of its place of incorporation;
 - (b) the execution, delivery and performance of this Agreement are duly authorised by all necessary corporate or other organisational action on its part and do not violate or conflict with any law applicable to it or its organisational documents and constitute or will constitute its legal, valid and binding obligations;
 - (c) it has all necessary material governmental and other third party permits, approvals and licenses required in connection with its execution, delivery and performance of this Agreement and such permits, approvals and licenses are in full force and effect; and
 - (d) the performance of its obligations under this Agreement does not violate any law or regulation to which it is subject.

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Article 18. Notices

18.1. Any notice or other communication given to a Party in connection with this Agreement shall be in writing and shall be:

- (a) delivered in originally executed hard copy by personal delivery, courier, recorded delivery, or registered post at the address of the Party foreseen in the preamble of this Agreement; or
- (b) sent in soft copy by fax or e-mail to the address of the Contractor and WFP's authorised representatives specified in Annex IV to this Agreement. If so requested by WFP, notices sent by e-mail shall be sent with documents (if any) attached in encrypted Adobe PDF or CSV format. In this case, the sending Party shall hand deliver to the receiving Party a sealed envelope containing the password to access the encrypted file.

18.2. Any notice shall be deemed to have been duly given:

- (a) in the case of personal delivery or courier, when delivered;
- (b) in the case of recorded delivery or registered post, on the day of receipt indicated on the delivery slip;
- (c) in the case of email delivery, at the time of transmission; but if the email has attachments and WFP requested their encryption, at the time of delivery of the password referred to in Article 18.1(b);
- (d) in the case of facsimile delivery, at the time of transmission but only if a transmission report is generated by the sender's facsimile machine, recording a message from the receiver's facsimile machine confirming successful transmission.

Provided that, in each case when delivery of notices occurs on a day which is not a business day or after 5:00 p.m. on a business day, service shall be deemed to occur at 9:00 a.m. on the following business day.

[Article 18. Documents Constituting the Agreement

18.3. This Agreement comprises the following documents, which together constitute the entire agreement between the Parties. In the event of any conflict among the documents listed below, they shall take precedence in the order they are listed:

- i. the main body of this Agreement;

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- ii. Annex I: The United Nations General Conditions of Contract – Contract for the Provision of Services (Rev Apr 2012);
- iii. Annex II: Description of the Services Required (SOW/TOR);
- iv. Annex III: Price list; and
- v. Annex IV: Designation of the Parties' Representatives.

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[GHA23NF53]

In name and on behalf of World Food Programme:

AMukiibi

[Anna Mukiibi Bunnya]
[Deputy Country Director/OIC]

8/7/24

Date

In name and on behalf of [Blueberry Travel].

I hereby accept the terms and conditions of the above LTA Ref LTA REF:GHA23NF53]

BLUEBERRY TRAVEL LTD.

NII Saban Atsen Street

Oxford Street, Accra-Ghana

[Manish Janyani]
[Country Manager]

Signature.....

9/07/24

Date

Manish

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