



ORDER FORM - COMFAR III¹ SOFTWARE

United Nations Industrial Development Organization
c/o Programme Development and Technical Cooperation Division/BIT
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Agreement No. ____/____

COMFAR III - FOR SINGLE WORKSTATIONS	Total ²
<input type="checkbox"/> COMFAR III Expert in one language: _____ System, one run-time Licence (one protection key), COMFAR manuals and the <i>UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.</i>	€ _____
<input type="checkbox"/> COMFAR III Business Planner in one language: _____ System, one run-time Licence (one protection key), COMFAR manuals and the <i>UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.</i>	€ _____
<input type="checkbox"/> COMFAR III Mini Expert in one language: _____ System, one run-time Licence (one protection key) and COMFAR manuals	€ _____

COMFAR III - LOCAL AREA NETWORK VERSION (LAN)	Total
<input type="checkbox"/> COMFAR III Expert in one language: _____ System, the selected number of workstation licences, one set of COMFAR manuals per workstation and the <i>UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.</i> Workstation Licences: <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 15 <input type="checkbox"/> 20 <input type="checkbox"/> 25 <input type="checkbox"/> ____	€ _____
<input type="checkbox"/> COMFAR III Business Planner in one language: _____ System, the selected number of workstation licences, one set of COMFAR manuals per workstation and the <i>UNIDO Manual for the Preparation of Industrial Feasibility Studies, 2nd Ed.</i> Workstation Licences: <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 15 <input type="checkbox"/> 20 <input type="checkbox"/> 25 <input type="checkbox"/> ____	€ _____
<input type="checkbox"/> COMFAR III Mini Expert in one language: _____ System, the selected number of workstation licences and one set of COMFAR manuals per workstation. Workstation Licences: <input type="checkbox"/> 3 <input type="checkbox"/> 5 <input type="checkbox"/> 10 <input type="checkbox"/> 15 <input type="checkbox"/> 20 <input type="checkbox"/> 25 <input type="checkbox"/> ____	€ _____

ADDITIONAL ITEMS FOR SINGLE WORKSTATIONS AND LAN	Each:	Total:
<input type="checkbox"/> Additional Run-time Licences <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> ____ Each additional run-time licence includes one protection key and one set of COMFAR manuals.	€ _____	€ _____
Additional Languages (including one set of COMFAR manuals) <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Croatian <input type="checkbox"/> Czech <input type="checkbox"/> English <input type="checkbox"/> Farsi <input type="checkbox"/> French <input type="checkbox"/> German <input type="checkbox"/> Indonesian <input type="checkbox"/> Italian <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Mongolian <input type="checkbox"/> Polish <input type="checkbox"/> Portuguese <input type="checkbox"/> Russian <input type="checkbox"/> Serbian <input type="checkbox"/> Slovak <input type="checkbox"/> Spanish <input type="checkbox"/> Turkish	€ _____	€ _____

The software is delivered on CD-ROM, Protection keys for USB port Total: _____

- Method of Payment: By bank transfer in Euro; detailed information on the bank account will be provided together with the invoice.
 EUROCARD / MasterCard or VISA, providing UNIDO with: name and address of cardholder (same address given to the credit institute), 16 digit number, CVC code and expiration date of credit card.

I HAVE CAREFULLY READ ALL OF THE TERMS OF THE SOFTWARE LICENSE AGREEMENT ON THE BACK OF THIS ORDER FORM, AND WITH MY ORDER ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT

Ordered by / End user:

Institution: _____

Name: Mr. Ms. _____

Address: _____

Zip _____ City _____ State / Country _____

Phone _____ Fax _____ Email _____

ORDER ACCEPTED ON BEHALF OF LICENSEE: Date: _____ Signature: _____

ORDER ACCEPTED ON BEHALF OF UNIDO: Date: _____ Signature: _____

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² This Order Form applies to all Licences fee categories, as specified in the COMFAR III Licence Fee list. Please refer to the License Fee list to determine the applicable fees. For reduced prices (applicable to non-profit institutions/agencies, governmental bodies and universities) please attach proof of the status. All prices are subject to change. Postage and packaging included.

Software License Agreement

Definitions:

"UNIDO" is the United Nations Industrial Development Organization, an international organization which is a specialized agency of the United Nations, headquartered in Vienna, Austria.

"LICENSOR" is the grantor of the right to use the software, the provider of the manuals and support. UNIDO is the LICENSOR in this Agreement.

"LICENSEE" is the purchaser of the right to use the software and payor of the license fee. The identity of the LICENSEE is specified in the signature section provided above.

"COMFAR *III Expert*", "COMFAR *III Business Planner*", "COMFAR *III MiniExpert*", (COMFAR) is the software along with the manuals which are the subject of this Agreement. The software and documentation are designed to be used by experienced trained individuals. LICENSEE undertakes to employ such individuals in the acquisition and the operation of the software. Payment of the fee listed above entitles the user to receive the COMFAR computer program on CD-ROM, the manuals to operate the program, the Protection Key, and the Manual for the Preparation of Industrial Feasibility Studies (for COMFAR *III Expert* and COMFAR *III Business Planner* only), which is usually sold separately.

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7. **Use restrictions:** The LICENSEE agrees to maintain in confidence the software and documentation referred to as COMFAR, including the successive revised versions thereto, and undertakes to ensure that its employees, contractors or agents working with COMFAR shall be bound not to disclose the software or documentation to third parties. The LICENSEE agrees to use COMFAR solely in and for the purpose of its own activities or operations. It may not transfer or copy COMFAR, whether to allied or associated bodies, enterprises, firms, institutes or persons.

8. **Software support by UNIDO:** UNIDO agrees to provide advice at the time of the installation of COMFAR as may be necessitated by the particular requirements of the LICENSEE. The advice will be provided during UNIDO's normal business hours with the LICENSEE paying the costs associated with communication. At the request of the LICENSEE and at its cost, including travel, UNIDO agrees to provide initial training for the LICENSEE's personnel in the installation and operation of COMFAR.

9. **Tariffs, Duties and Taxes:** The LICENSEE shall be liable for the payment of any tariffs, duties or taxes, however designated, levied or based on COMFAR, imposed or levied by any government or governmental agency in respect of the use of COMFAR by the LICENSEE. Since the software and printed materials constituting COMFAR remain the property of UNIDO, they will benefit from the exemptions from tariffs, duties and taxes granted UNIDO in respect of its property and assets by the Convention on the Privileges and Immunities of the United Nations or the Convention on the Privileges and Immunities of the Specialized Agencies, as applicable.

10. Exclusive Rights of UNIDO and Unauthorized Use by Third Parties:

a. UNIDO represents that it has the right to grant the license referred to in paragraph 1;

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c. If the LICENSEE has knowledge that the proprietary rights to COMFAR are being infringed by a third party, such knowledge shall promptly be transmitted to UNIDO.

11: **Replacement of Defective CD-ROM(S):** UNIDO will replace defective CD-ROM(s) when requested by the LICENSEE within a period of ninety (90) days from the date of shipment.

12. Disclaimer of Warranty and Limitation of Liability and of Remedies:

a. COMFAR is provided "as is" without warranty of any kind. UNIDO does not warrant, guarantee or make any representations regarding the use or results of use of COMFAR in terms of correctness, accuracy, reliability, currentness, or otherwise. The LICENSEE is solely responsible for the selection of COMFAR to achieve the LICENSEE's intended results and for the installation of, use of, and results obtained from COMFAR. The entire risk as to the results and performance of COMFAR is assumed by the LICENSEE. Also excluded is any implied warranty by UNIDO, such as merchantability and fitness for a particular purpose;

b. In no event will UNIDO be liable for indirect, consequential, incidental or special damages including, but not limited to, lost profits and lost savings arising out of the use or inability to use COMFAR, even if UNIDO has been advised of the possibility of such damages or for any claim by the LICENSEE based on a third party claim.

c. For any claim whatsoever related to the subject matter of this Agreement, UNIDO's liability for actual damages, regardless of the form of action, shall be limited to the greater of US\$ 5,000 or the money paid to UNIDO for the LICENSE for COMFAR that caused the damages or that is the subject matter of, or is directly related to, the cause of action.

d. The LICENSEE agrees to indemnify, defend and hold harmless, UNIDO for liability arising out of any negligent act or omission of the LICENSEE, its employees, contractors or agents with respect to COMFAR.

e. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, except for breach of the provisions in paragraphs 4 (copy restrictions), 5 (transfer restrictions) and 7 (use restrictions) in which four years shall apply.

13. **Arbitration:** Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall - unless it is settled by direct negotiation - be settled by arbitration in accordance with the arbitration rules established by the United Nations Commission on International Trade Law (UNCITRAL) in effect on the date of this agreement. The number of arbitrators shall be one. The language to be used in the arbitrary proceedings shall be English. The place of arbitration shall be Vienna. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

It is understood, however, that the provisions of this paragraph shall not constitute or imply the waiver by UNIDO of its privileges and immunities.

14. **Privileges and Immunities:** Nothing contained in the present agreement shall be deemed to constitute a waiver of the rights, privileges and immunities to which the UNIDO and its personnel are entitled pursuant to the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 or of the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, as applicable.

15. **Notices:** Any notice permitted or required in connection with this Agreement shall be in English addressed and delivered to:

In respect of LICENSEE: to its address stated on the ORDER FORM;

In respect of UNIDO: To the Chief, Procurement Services, Programme Support and General Management Division (PSM/OSS/PRS), United Nations Industrial Development Organization, Vienna International Centre, P.O. Box 300, A-1400 Vienna, Austria.

16. **Entry into Force, Duration, Termination:** This License Agreement shall enter into force upon signature by the LICENSEE of the ORDER FORM, payment of the full charge, and UNIDO's confirmation of the order, and it shall remain in effect from the date of shipment of the order until terminated by either Party. The LICENSEE may terminate this Agreement upon giving ninety (90) days written notice to UNIDO along with the return of all software and manuals. If the LICENSEE is in default with respect to any of its obligations under this Agreement, UNIDO may issue a notice in writing of such default. If the LICENSEE has not remedied the default within sixty (60) days of the issuance of the default notice, UNIDO may, by written notice to the LICENSEE terminate this Agreement. If the LICENSEE is in breach of any of the provisions under paragraphs four (4), five (5) or seven (7), UNIDO may terminate the Agreement with immediate effect by written notice to the LICENSEE. Upon expiry or termination of this agreement, all copies of COMFAR shall be returned to UNIDO.

17. **This Agreement represents** the entire understanding and agreements regarding COMFAR and supersedes any prior agreements, discussions and communications, or representations made by the Parties.

18. **Severability:** Should any portion of this Agreement be found to be inapplicable or invalid, the rest of the contract will remain in full force.