

SUPPLIER CONTRACT No. 10-XXX-XXXX-01

Supplier	Buyer
XXXXXXX XXXX	NUTRITION INTERNATIONAL 180 Elgin Street. Suite 1000 Ottawa, Ontario, K2P 2K3 Canada
(herein called the "Contractor")	(herein called "NI")

Contract Start Date:

Upon signature of both Parties

Contract End Date: Contract Price:

We, the above named Contractor, agree to sell to Nutrition International (NI) in accordance with the terms and conditions set out herein, and on the attached Schedules, the Goods listed in Section 2 at the price(s) set out therein.

Authorized by:	Accepted by:
Signature	Signature
Asif Nawaz	Name:
Vice President, Corporate Services & CFO	Title
Nutrition International	Corporate Name:
Date Signed {{Dte_es_:signer1:date}}	Date Signed {{Dte_es_:signer2:date}}

Delivery of this Contract by electronic transmission constitutes valid and effective delivery. This Contract and all attached Schedules forms the entire Contract between the Parties, and no variation thereof, irrespective of wording or terms of acceptance by the Contractor, will be effective unless specially agreed to in writing by Nutrition International.

1.0 SUBJECT MATTER OF THIS CONTRACT

1.1 XXXXX ("the **Contractor**") agrees to sell to Nutrition International ("**NI**") and deliver all of the **Goods** described in Article 2.0 (the "**Goods**"), which **NI** has agreed to supply to the United Nations Children's Fund (**UNICEF**) as an in-kind contribution.

2.0 DESCRIPTION AND PRICE OF THE GOODS

2.1 The **Goods** ("**Goods**") to be supplied under this **Contract** are the following:

ITEM No	ITEM DESCRIPTION	QUANTITY (500 capsules/ bottle)	QUANTITY (100 capsules/ bottle)	UNIT PRICE PER BOTTLE (CAD)	EXTENDED (TOTAL) PRICE IN CAD
1	Item 1: 200,000 IU Vitamin A Oral Liquid Preparation (USP) as Soft Gelatin Capsules	XX			
4	Item 4: 100,000 IU Vitamin A Oral Liquid Preparation (USP) as Soft Gelatin Capsules		XX		
	Total (<u>not i</u>	ncluding freig	ht or insurance):		

- 2.2 Full quantities expressed in the table above are a required minimum. An underage shall constitute a default on the **Contractor's** part and will be subject to Articles 19.1, 19.2, and 19.3. **NI** <u>will not</u> purchase any overages related to this contract.
- 2.3 The **Goods** to be supplied are as specified in the Request for Proposals 12-01-0019 in Appendixes C, D, E and F. The **Contractor** shall notify **NI** immediately of any deviations from these specifications, which may then be subject to Article 14.3

3.0 HALAL CERTIFICATION

- 3.1 All final products must be certified by an internationally authorized certification body, such as the **Islamic Food and Nutrition Council of America (IFANCA)**, to meet Islamic HALAL requirements.
- 3.2 A Halal Certificate will be required for all batches produced and shipped.

4.0 CONTRACT DOCUMENTS

- 4.1 This **Contract** is composed of the following documents and shall be interpreted in the following order of precedence:
 - 4.1.1 This document containing Articles 1.0 to 30.2, Appendix 1: Delivery Report; Appendix 2 Desiccant Pack Specifications; Appendix 3 Specifications for Packing; Pallets & Boxes; Pallet & Box Labels; and, Appendix 4 Bottle & Bottle Labels Specifications
 - 4.1.2 All the terms, conditions and annexes of RFP 12-01-0020 herein incorporated by reference.

5.0 EFFECTIVE AND END DATE OF THIS CONTRACT

- 5.1 This **Contract** shall have force and take effect when:
 - 5.1.1 The **Contractor** submits a copy of their product liability insurance in the amount of no less than CA\$ (*to be entered by NI*).
 - 5.1.2 The **Contractor** has submitted a sample of a barcode, pallet specifications and label, box and bottle label and they have been approved by **NI**.
 - 5.1.3 The **Contractor** and **NI** have both signed the **Contract**.
- 5.2 **Contract** end date is March 31, 2022.

6.0 CONTRACTOR'S GENERAL OBLIGATIONS

- 6.1 The **Contractor** shall fulfil and assume all of the **Contractor's** obligations as contained in the **Contract** documents.
- 6.2 The **Contractor** shall indemnify and save harmless **NI**, **UNICEF** and the Governments who receive the **Goods** from and against all claims, damages, losses, costs and expenses arising out of any injury to, sickness of or death to persons or any loss of or damage to property caused by the fault or negligence of the **Contractor**.

7.0 <u>PRICE</u>

- 7.1 In consideration of the performance by the **Contractor** of its obligations and responsibilities as described herein, **NI** shall pay the **Contractor** the price(s) set forth in Article 2.1.
- 7.2 If **NI** and the **Contractor** agree to any increases in quantity of any of the **Goods**, unit prices will remain valid for the duration of this **Contract**.
- 7.3 **NI** will pay the **Contractor** for the actual cost of freight DAP (Delivered at Place Incoterms 2010) **UNICEF** Supply Division Warehouse, Copenhagen and freight insurance at 110% of the value of the shipment in accordance with Articles 17.3 g) and 17.4. This shall be calculated as additional to the value of the **Contract** stated on page 1.

8.0 TERMS OF PAYMENT

- 8.1 **NI** shall make payment to the **Contractor** within thirty (30) days of submission of an invoice, provided that **NI** receives confirmation by **UNICEF** that the **Goods** have been received in the Copenhagen Warehouse in the stated quantity and meet the standards for quality stipulated in RFP 12-01-0020 and supporting documentation in accordance with Article 17.3.
- 8.2 The payment due date as defined in Article 8.1 8.1 will be delayed if any deliverable contained in Articles 11.2 to 11.4 have not been received by **NI** by the date specified. The payment due date will be delayed until that deliverable is received by **NI**.
- 8.3 **NI**'s liability to the **Contractor** in relation to this **Contract** shall not at any time exceed the total price of this **Contract**, in accordance with Articles 2.0 and 7.3, unless otherwise agreed upon in writing by **NI**.

9.0 TITLE AND RISK

9.1 Title to the **Goods** and all risks of loss shall remain with the **Contractor** until delivery to **UNICEF** in accordance with the term DAP - Incoterms 2010. The **Goods** shall be free of any liens.

10.0 <u>TAX</u>

- 10.1 The **Goods** and services to be supplied to **NI** by the **Contractor** under this **Contract** are intended for export from the country of manufacture and as such would constitute a "zero-rated supply" as this expression is defined in Part IX of the Excise Tax Act. The **Goods** and Services Tax should not therefore be added to the value of these **Goods** and services.
- 10.2 The **Contractor** shall identify itself as the exporter in the Exporter's name and address box on Form B13 of Canada Border Services Agency's Export Declaration. The **Contractor** shall also use its own business number on Form B13.

11.0 DELIVERY SCHEDULE AND OTHER DELIVERABLES

11.1 The **Goods** are to be delivered by sea (unless otherwise specified) in accordance with the following delivery schedule:

Shipment No	Container No	Expected Quantity (Bottles) to be shipped Item 4: 100,000IU Vitamin A OLP as Soft Gelatin Capsules (100 capsules/ bottle)	Expected Shipping Date from manufacturer	Expected Arrival Date at DAP
1	1+2	(100 capsules/ bottle)	manufacturer	
2	3			
3	4+5			
4	6			
5	7+8			
Total Bottles	7+0			

- 11.2 Delivery dates and quantities in 11.1 11.1 must be respected. Failure to respect the delivery dates could result in cancellation of this **Contract**, at no cost to **NI**.
- 11.3 Prior to completing batches for sale to **NI**, the **Contractor** shall provide **NI**, Attention: Temitope Akintunde, Senior Manager, Operations <u>takintunde@nutritionintl.org</u> sample barcode, pallet specifications and label, box and bottle labels for approval prior to use.

12.0 EXCUSABLE DELAYS

- 12.1 A delay in the performance by the **Contractor** of any of its obligations under this **Contract** which is caused solely by an event that:
 - 12.1.1 was beyond the reasonable control of the Contractor;
 - 12.1.2 could not reasonably have been foreseen;
 - 12.1.3 could not reasonably have been prevented by means reasonably available to the **Contractor**; and/or
 - 12.1.4 occurred without fault or neglect on the part of the Contractor;

shall constitute an "Excusable Delay", provided that the **Contractor** has promptly notified **NI** in that regard in accordance with Article 12.2.

12.2 The **Contractor** shall notify **NI** promptly upon the occurrence of an event giving rise to an Excusable Delay, with full particulars of the facts involved, together with a clear "work-around" plan, for **NI**'s

approval, containing in detail the steps that the **Contractor** proposes to take in order to minimize the impact of the delay. The **Contractor** shall thereafter carry out the "work-around" plan as approved by **NI**.

- 12.3 In the event of an Excusable Delay, any delivery date or other date that is directly affected shall be postponed for a reasonable time, not to exceed the effect of the Excusable Delay, taking into account the work-around plan approved. Should an event of Excusable Delay continue for a period of more than thirty (30) days, **NI** may, by written notice to the **Contractor**, terminate this **Contract** to the extent it is affected by such event of Excusable Delay. In the event of such termination, **NI**'s responsibility shall be limited only to the payment for delivered **Goods** at the date of termination. Such payment shall not exceed the **Contract** price of delivered **Goods** and there shall be no duplication of any payment made with respect to such **Goods**.
- 12.4 **NI** shall not be liable for any costs or charges of any nature incurred by the **Contractor** or any of its subcontractors or agents as a result of an Excusable Delay.

13.0 CONSIGNEE/NOTIFICATION PARTIES

13.1 The consignee/ Ship to Address for Items 1 in Article 11.1 above is as follows:

UNICEF Supply Division Skagerrakvej 6, 2100 Copenhagen Denmark

13.2 The notification parties for Items 1, in Articles 17.1 -17.3 below are as follows:

Leila Belaid Medicines & Nutrition Center UNICEF Supply Division Oceanvej 10-12 2150 Copenhagen Denmark Email: Ibelaid@UNICEF.org Tel: +45 45 33 55 81 Fax: +45 35 26 94 21

Temitope Akintunde Senior Manager, Operations Nutrition International 180 Elgin Street, Suite 1000 Ottawa, Ontario K2P 2K3 Canada Email: <u>takintunde@nutritionintl.org</u> Tel: 613-690-6887

14.0 INSPECTION

- 14.1 The **Contractor**'s normal inspection procedures shall apply, in conjunction with all other inspection requirements herein.
- 14.2 The **Contractor** shall permit representatives of **NI** or **UNICEF**, as may be designated under notice from **NI** to the **Contractor**, to have access to the facilities at all reasonable times to appraise the production, testing and packaging of the material, and shall provide reasonable assistance to the representatives for such appraisal, including copies of any test results or quality control reports as may be necessary.
- 14.3 **NI** reserves the right to reject any material which does not conform to the required specification. At its option, **NI** may require that the **Contractor** forthwith, at its own expense, make good any material which does not conform to the specification. **Goods** rejected shall be subject to return to the **Contractor** at its own expense.

15.0 FEES OR COMMISSIONS

- 15.1 The **Contractor** agrees that if sales agents or representatives are to be employed or sales fees or commissions are to be paid as part of this **Contract**:
 - 15.1.1 the agreement made between the **Contractor** and the sales agent or representative shall be in writing and be in accordance with sound business practices;
 - 15.1.2 any remuneration will be justifiable and reasonable in relation to the size and nature of this **Contract**; and,
 - 15.1.3 no action will be taken by the **Contractor** that would violate the laws of Canada, the laws of the country of destination or the rules and regulations of the United Nations.

16.0 PERMITS AND LICENSES

16.1 The **Contractor** is responsible for obtaining any permits, licenses or other documents required by any Government authorities in connection with the export of the **Goods** and/or Services and shall provide any documentation requested by any country of import at no cost to NI.

17.0 DOCUMENTATION AND INVOICING INSTRUCTIONS

- 17.1 Notification (fax or email) on the day of shipment from the **Contractor**'s facility must be sent to both notification parties (**UNICEF** and **NI**) and include the following information:
 - a) Name of freight forwarder;
 - b) Freight forwarder reference number;
 - c) Booking number;
 - d) Container number;
 - e) Packing list, including weights and volumes, product description, quantity per batch, expiry date and **UNICEF**'s Purchase Order reference (**To be provided later**) and Material Numbers (**to be provided later**)
 - f) Expected date of arrival at DAP point.
 - g) Updated Delivery Report (see Appendix 1 for required format);

No later than seven (7) days following the shipping date:

- h) Tracking number for the couriered set of original documents set out in 17.2.
- 17.2 A full set of originals of the following documentation must be sent by courier to the attention of Leila Belaid (see 13.2), to be received prior to arrival of each shipment:
 - a) Bill of lading
 - b) Packing list, including weights and volumes, description, quantity per batch, expiry date and UNICEF's Purchase Order reference (To be provided later) and Material Number (To be provided later).
 - c) Certificate of Origin
 - d) Signed commercial invoice
 - e) Halal certificate for all batches in the shipment
 - f) Certificate of Analysis for all batches in the shipment (must include batch numbers, manufacturing and expiry dates, source of API on the top of the document page and all specifications for release of acceptable products).
 - g) Updated Delivery Report (see Appendix 1)
- 17.3 For each payment, the **Contractor** shall send one copy of the following documentation together with the invoice by courier to **NI**, Attention: Temitope Akintunde for each payment (see 13.2):
 - a) The full set of the above-listed documents (17.2)
 - b) Freight invoice together with freight forwarder's receipt

- c) Freight insurance invoice together with freight insurer's receipt
- 17.4 When the freight invoice or freight insurance invoice is not in Canadian dollars, the **Contractor** shall provide the exchange rate used and a copy of the official source on which the exchange rate was based.

18.0 WARRANTY

- 18.1 The Contractor warrants the quality of the Goods and their expiry date (36 months from the date of original manufacture for Items 1 and 4 and that the Goods will be free from defects in material workmanship. The Goods shall conform to the specifications and shall be fit for the purposes for which such Goods are ordinarily used or purposes expressly made known to the Contractor by NI. All defective Goods identified before the expiry date that can be attributed to the original manufacturing process as a result of a joint investigation will be replaced by the Contractor at no cost to NI, or an amount equivalent to re-procurement costs will be paid by the Contractor, whichever is most advantageous to NI. If however the joint investigation shows that defective Goods were not stored correctly by the recipients, then the Contractor shall not be bound by the warranty provisions in this Article 18.1.
- 18.2 The **Contractor** warrants that it will notify **NI** immediately of any changes that occur to the information submitted with its technical dossier at point of EOI/prequalification.
- 18.3 The **Contractor** warrants that the use or supply by **NI/UNICEF** of the **Goods** offered for sale under this **Contract** does not infringe any patent, industrial design, trade-name, or trade-mark. In addition, the **Contractor** shall, pursuant to this warranty, indemnify, defend and hold harmless **NI/UNICEF** from any action or claims brought against **NI/UNICEF** pertaining to the alleged infringement of a patent, industrial design, trade-name or trade-mark arising from this **Contract**.

19.0 DEFAULT AND TERMINATION

- 19.1 In case the **Contractor** is in default under this **Contract**, **NI** may, after giving the **Contractor** notice in accordance with Article 19.3, and without prejudice to any other rights and remedies, exercise one or more of the following rights:
 - a) procure all or part of the undelivered **Goods** from other sources;
 - b) refuse to accept delivery of all or part of the Goods;
 - c) terminate this **Contract**; and/or
 - d) claim damages resulting from the default, including any consequential damages, such as excess re-procurement costs, etc.
- 19.2 The following shall constitute default by the **Contractor**:
 - a) a breach of any of the term of this Contract; or
 - b) bankruptcy or insolvency of the **Contractor**.
- 19.3 NI shall, by written notice, notify the Contractor of its intention to exercise any of the rights listed in Article 19.1. The Contractor shall have five (5) days to respond from the date of the notice, to explain how the default will be remedied. If no response is received by NI within such five-day period, or if the response is not acceptable to NI, NI may, by further written notice, exercise its rights as stated in Article 19.1 as of the date of such further notice.

19.4 Termination for Convenience

Notwithstanding anything contained in this **Contract**, **NI** may, at any time prior to the delivery of the **Goods**, by giving notice to the **Contractor** (in this Article), sometimes referred to as a "termination notice", terminate this **Contract** as regards all or any part of the **Goods** not completed. Upon a termination notice being given, the **Contractor** shall cease work (including the manufacture and procuring of materials for the fulfilment of the **Contract**) in accordance with and to the extent specified

in the termination notice, but shall proceed to complete such part or parts of the **Goods** as are not affected by the termination notice. **NI** may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the **Goods** not terminated by any previous termination notice.

- 19.5 In the event of a termination notice being given pursuant to Article 19.4, the **Contractor** shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing this **Contract** and to the extent that the **Contractor** has not already been so paid or reimbursed by **NI**:
 - 19.5.1 on the basis of the **Contract** price, for all completed work that is inspected and accepted in accordance with this **Contract**, whether completed before, or after and in compliance with the instructions contained in, the termination notice;
 - 19.5.2 the cost to the **Contractor** plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion; and
 - 19.5.3 all costs of and incidental to the termination of the **Goods** or part thereof, including the cost of cancellation of obligations incurred by the **Contractor** with respect to the terminated work or part thereof, and the cost of and incidental to the taking of an inventory of materials, components, work-in-process and finished work on hand related to this **Contract** at the date of the termination.
- 19.6 Notwithstanding anything in Article 19.5 the total of the amounts to which the **Contractor** is entitled under Article 19.5, together with any amounts paid or due or becoming due to the **Contractor** under other provisions of this **Contract**, shall not exceed the **Contract** Price or the portion thereof that is applicable to the part of the **Goods** that is terminated, and shall not exceed the proportion of the price quoted by the **Contractor** for all of the **Goods** that is reasonably attributable to the proportion of the work performed to the effective date of the termination.
- 19.7 In the procuring of materials and supplies required for the performance of this **Contract** and in the subcontracting of any of the **Goods**, the **Contractor** shall, unless otherwise authorized by **NI**, place purchase orders and subcontracts on terms that will enable the **Contractor** to terminate the same upon terms and conditions similar in effect to those provided in this Article 19.0, and generally the **Contractor** shall co-operate with **NI** and do everything reasonably within its power at all times to minimize the amount of **NI**'s obligations in the event of a termination under this Article 19.0.
- 19.8 Title to all materials, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in NI unless already so vested under any other provision of this Contract, and such materials, work-in-process and finished work shall be delivered according to the order of NI, but NI will not accept and will not pay for materials, or work-in-process that would not have been required to supply the Goods or that exceed what would have been required to provide the Goods.
- 19.9 The **Contractor** shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by **NI** under Article 19.4, except to the extent that Articles 19.5 to 19.8 expressly provide.

20.0 INTERNATIONAL SANCTIONS

20.1 In compliance with its international obligations or with United Nations obligations, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act, the Special Economic Measures Act or the Export and Import Permits Act.

- 20.2 The **Contractor** agrees that it will comply with any such regulations that are in force on the effective date of this **Contract** and will require such compliance by its first-tier subcontractors.
- 20.3 **NI** relies on the **Contractor**'s undertaking in Article 20.2 to enter into this **Contract**, and any breach of the undertaking shall entitle **NI** to terminate this **Contract** for default by the **Contractor**, and therefore to recover damages from the **Contractor**, including re-procurement costs arising out of such a termination.

21.0 CONTRACTOR REPRESENTATION

21.1 The **Contractor** represents and warrants that it has the personnel, experience, qualifications, facilities and all other skill and resources to perform its obligations under this **Contract**.

22.0 APPLICABLE LAWS

22.1 This **Contract** shall be governed by, and interpreted and enforced in accordance with, the laws in force in the province of Ontario, Canada.

23.0 DISPUTES UNDER THIS CONTRACT

23.1 In the event of any dispute between the **Contractor** and **NI** under this **Contract**, the parties shall attempt to settle the matter amicably. In the event that the matter is not so settled and either party wishes to pursue the matter further, it shall be referred to arbitration in accordance with the Arbitration Act, 1991 (Ontario). Arbitration will take place in Ontario, Canada. The arbitration decision shall be final and binding upon both parties without any right of appeal.

24.0 <u>GENERAL</u>

- 24.1 This **Contract** shall enure to the benefit of and be binding upon the **Contractor** and **NI** and their respective successors and permitted assigns.
- 24.2 This **Contract** shall not be assigned in whole or in part by either party without the express prior consent in writing of the other party.

25.0 ENTIRE AGREEMENT

25.1 This **Contract** constitutes the entire agreement between the **Contractor** and **NI** pertaining to the subject matter of this **Contract** and supersedes all previous negotiations and documents pertaining thereto.

26.0 CORRUPTION

26.1 The **Contractor** warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of **NI** for, or with a view to, the entering into this **Contract**.

27.0 CHILD PROTECTION

27.1 The **Contractor** agrees to be vigilant in protecting any children involved in the work to be carried out under this **Contract** from exploitation and harm and to report to **NI** any instances where it assesses that the rights of such child may be abused.

28.0 ANTI-TERRORISM

28.1 The **Contractor** hereby certifies that is does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any terrorist activity. The **Contractor** further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that the **Contractor** knows, or has reason to know, support terrorism, or that appear on any official

terrorist lists.

29.0 <u>NI REPRESENTATIVE</u>

29.1 NI representative for this Contract is: Temitope Akintunde, Senior Manager, Operations

30.0 <u>NOTICES</u>

30.1 Any Notice to be given under this **Contract** shall be effective when delivered by hand, mail, email or facsimile to the attention of the persons identified below. The names, addresses, and contact numbers of the Notify Parties may be changed by written notification.

The Contractor

ΝΙ

XXXXXX XXXXX Email: <u>XXXXXXX@XXXXX.com</u> Temitope Akintunde Senior Manager, Operations Email: <u>takintunde@nutritionintl.org</u> Tel: +1 613-690-6887

Emily Measures Vitamin A Program Director, Operations Tel: +1 613-690-6914 Email : <u>emeasures@nutritionintl.org</u>

30.2 The **Contractor** shall endeavour to always provide sufficient Notice of any matter to **NI** to enable **NI** to then provide any sufficient notice or information required or appropriate to **NI**

XXXXX

Appendix 1: Delivery Report – Contract No. 10-XXXX-XXXX-XX

COMPANY: XXXXXXX

Shipment No.	Container No.	100,000 IU Expected Quantity to be shipped (from Contract)	100,000 IU Actual Quantity shipped	200,000 IU Expected Quantity to be shipped (from Contract)	200,000 IU Actual Quantity shipped	Invoice No.	Expected Shipping Date from Mfr (from Contract)	Actual Shipping Date from Mfr	Actual Sail Date	Expected arrival date at DAP point (from Contract)	Estimated arrival date at DAP point (from freight forwarder)	Other Details
1												
2												
3												
4												
5												

Appendix 2: Desiccant Pack Specifications

1.0 GENERAL:

1.1 Desiccant Packs are to be included in each 100 or 500-capsule container of Vitamin A Soft Gelatin Capsules manufactured for the Nutrition International.

2.0 PURPOSE OF THE DESICCANT PACKS:

2.1 Softening and clumping of soft gelatin capsules has been reported from tropical countries during vitamin A capsule distribution. The purpose of including a desiccant in the 100 or 500 capsule containers is to minimize the occurrence of capsule clumping due to moisture-induced softening and degradation.

3.0 **PERFORMANCE**:

3.1 The desiccant should protect the soft gelatin capsules from moisture and avoid softening and clumping while the capsules remain enclosed in a sealed high density polyethylene opaque container and up to 6 weeks after the container's protective seal has been broken for use in conditions of RH 60%-100% and temperatures of 25-45° C.

4.0 **PRODUCT SPECIFICATION:**

4.1 Sufficient B-type or wide pore spherical synthetic amorphous silica (silicon dioxide, Si02) in accordance with US Military Specifications for desiccant materials, which details requirements for bagged, chemically inert and dehydrating agents (Desiccant Materials-MIL-D-3464). Each 100 or 500-capsule container may include 1-3 desiccant packs of desiccant to achieve best humidity absorption results.

5.0 PACKAGING OF THE PRODUCT:

5.1 Individual bags of high-density polyethylene spun into continuous fibres (Tyvek®) to prevent the silica from dusting.

OR

5.2 Package in accordance with US military specification MIL-P-116, Method II, modified to eliminate the evacuation process and desiccant. Barrier Bags will meet or exceed the requirements of Type III, Class E. Humidity indicators are not required. This specification requires that the desiccant material be sealed in a water vapour-proof, grease-proof heat-sealable Barrier Bag of size sufficient to enclose the desiccant package necessary to dehydrate the chosen container size. Note that silica gel conforming to MIL-D-3464 will be included in packages of products expected to be subjected to prolonged storage in tropical geographical regions



Nourish Life

Appendix 3: Specifications for Packing; Pallets & Boxes; Pallet & Box Labels

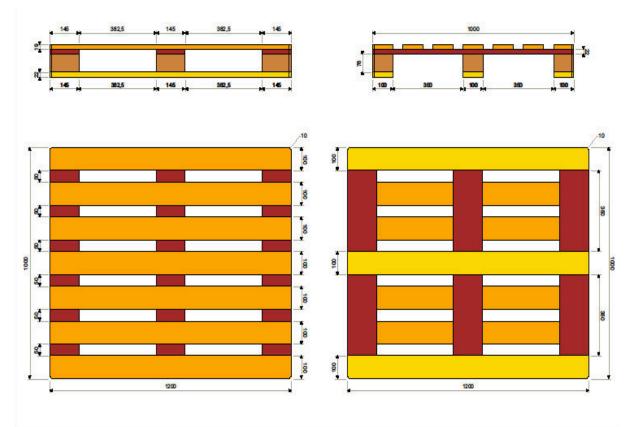
1.0 GENERAL REQUIREMENTS

- 1.1 Contractors who do not comply with the packing requirements for deliveries to the **UNICEF** Warehouse, Copenhagen, Denmark, as outlined herein shall be invoiced the extra cost of re-work fees on arrival at **UNICEF** Supply Division. The current recovery fee structure is available on the **UNICEF** website (http://www.UNICEF.org/supply/files/UNICEF_Re-Work_fees.pdf)
- 1.2 **UNICEF** also reserves the right to reject non-compliant shipments. All additional costs in relation to the rejection of the shipment shall be borne by the manufacturer.
- 1.3 No carton may contain items from more than one manufacturing batch.
- 1.4 If the **Goods** are batch managed, each pallet/carton shall contain one batch only.
- 1.5 Case identification as requested on the order must be mentioned on all invoices.
- 1.6 The packing (e.g. bottles, caps, boxes, labels) must be of a sturdy export quality and of a commercial standard that will provide adequate protection of the **Goods** for carriage by air, sea and/or road to final destinations worldwide, including remote locations under adverse climatic and storage conditions, and high humidity i.e. not less than 17kN edge crush resistance with minimum 60% remaining with 90% humidity at a temperature of 40°C (tropical conditions).
- 1.7 The packaging unit must be strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport, and resistant to puncturing.
- 1.8 All wood packaging, including pallets and boxes, utilized in any shipment, must have undergone the treatment, marking and documentation required to meet the specifications described in <u>ISPM</u> <u>No. 15: Guidelines for Regulating Wood Packaging Material in International Trade</u>, available at *www.ippc.int*.
- 1.9 All paper-pulp used for cardboard and corrugated boxes must be of virgin base materials.
- 1.10 Deliveries to any destination other than the **UNICEF** Warehouse, Copenhagen, Denmark, must be packed and palletized in the most cost-effective way to minimize freight costs.
- 1.11 **Packing List:** All markings must be reflected in the packing list to be completed at time of shipment. The packing list shall indicate weights and volumes, description of the **Goods**, manufacturing batch number, quantity per batch, expiry date and **UNICEF**'s P.O. reference (680*) and material numbers (S78*) and cross-reference to the carton numbers. One copy of the packing list must be included with the shipment and another copy shall accompany the shipping documents.

2.0 PALLET SPECIFICATIONS

- 2.1 All deliveries to the **UNICEF** Warehouse, Copenhagen, Denmark, must be on non-returnable pallets.
- 2.2 A detailed packing list including material number and description, quantity and batch number, shall be attached to both short sides of minimum the first pallet of the shipment.
- 2.3 Below are details of the **acceptable** pallet types:

^{2.3.1 1200} x 1000 mm (Preferred size), One Way Pallet, Heat treatment according to ISPM 15



Nails/Joint:

Deck board/Block Deck board/Stringer board Bottom board/Block

Tolerances:

-0/+3 mm
-0/+3 mm
-0/+3 mm
-3/+3 mm

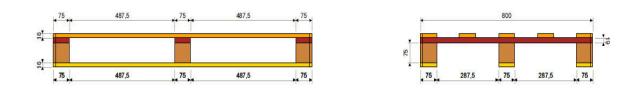
2 pcs. 3.1/85 mm ring nail 2 pcs. 2.5/45 mm round nail (diamond shaped) 2 pcs. 3.1/75 mm ring nail

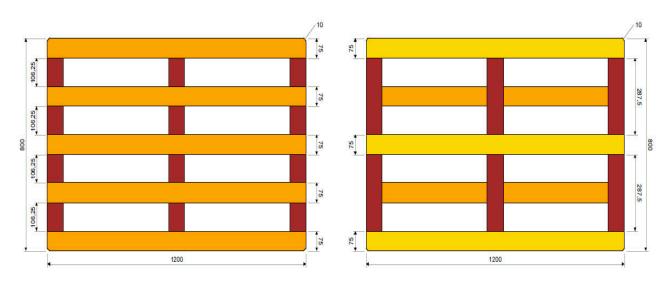
Board thickness Block length	-0/+1 mm -3/+3 mm
Block width	-3/+3 mm
Block height	-0/+2 mm
Entry height	Min. 100 mm

Wood:

Moisture content	<20 %	
Wanes	<15 mm	
Single knot	<1/3 of width	
Sum of knots	<1/2 of width	
Insect holes and rot are NOT allowed		
Heat treatment: Acco	ording to ISPM 15	

1200 x 800 mm, One Way Pallet (Euro) as per UIC 435-2 , Heat treatment 2.3.2 according to ISPM 15





Nails/Joint:

Deck board/Block Deck board/Stringer board Bottom board/Block

2 pcs. 3.1/85 mm ring nail 2 pcs. 2.5/45 mm round nail (diamond shaped)

2 pcs. 3.1/75 mm ring nail

Tolerances:

-0/+3 mm -0/+3 mm -0/+3 mm -3/+3 mm -0/+1 mm -3/+3 mm -3/+3 mm -0/+2 mm
-0/+2 mm Min. 97 mm

Wood:Moisture content<20 %</td>Wanes<15 mm</td>Single knot<1/3 of width</td>Sum of knots<1/2 of width</td>Insect holes and rot are NOT allowedHeat treatment: According to ISPM 15

- 2.4 Below are details of **<u>unacceptable</u>** pallet types and pallet characteristics:
 - 2.4.1 Inka pallet



2.4.2 Plastic pallets



2.4.3 China pallets



- 2.4.4 Any other pallet type
- 2.4.5 Pallets manufactured from other materials than solid wood are **NOT** acceptable; (such as wood chip, MDF board, ply wood or carton).
- 2.5 Contractors shall send their pallet specifications to **NI** for approval prior to any shipment to **UNICEF Warehouse, Copenhagen, Denmark**. The specification must be sent to the attention of **Temitope Akintunde**, <u>takintunde@nutritionintl.org</u> for approval prior to use.

3.0 SPECIFICATIONS FOR CARTONS/ BOXES

3.1 Export cartons

a. Design

Box style	Full-overlap slotted container (FOSC)
FEFCE/ESBO Code	0203 modified as described below
Closure	Outside flap, glued and stitched
Flute designation	BC double wall
Structural instructions	Meeting inner flaps.
	All corners of long side flaps are chamfered 25x25
	mm.

b. Quality and standards

Edge Compression Test (ECT)	≥ 17 kN/m	(EN ISO 3037)
Bursting strength (Mullen)	≥ 2200 kPa	(EN ISO 2759)
Water absorptiveness (Cobb 1800)	< 155 g/m²	(EN ISO 535)
Bending stiffness	MD: ≥ 44000 Nmm	(EN ISO 5628)
	CD: ≥ 19500 Nmm	· ·

- c. Quality instructions
 - Min. 60% of resulting box strength must be maintained in tropical conditions, i.e. 40°C and 90 % R.H.
 - Box compression test (BCT) must be provided.

3.2 Inner cartons

a. Design

Box style	Regular slotted container (RSC)
FEFCE/ESBO Code	0201 modified as described below
Closure	Inside flap, glued
Flute designation	C single wall
Structural instructions	All corners of short side flaps (inner flaps) are
	chamfered 10 x 20 mm (10 mm on top edge).

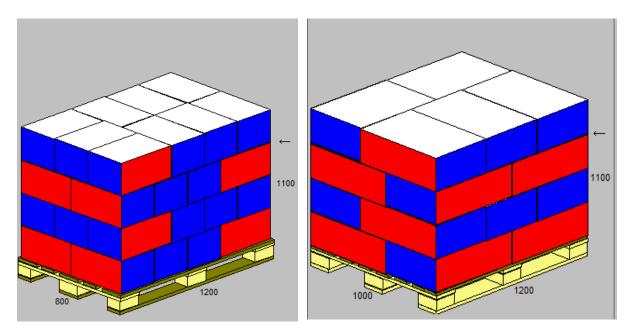
b. Quality and standards

Edge Compression Test (ECT)	≥ 6,1 kN/m	(EN ISO 3037)
Bursting strength (Mullen)	≥ 1680 kPa	(EN ISO 27597)
Water absorptiveness (Cobb 1800)	< 155 g/m2	(EN ISO 535)
Bending stiffness	MD: N/A, CD: N/A	(EN ISO 5628)

- c. Quality instructions
 - Min. 60% of resulting box strength must be maintained in tropical conditions, i.e. 40°C and 90 % R.H.
 - Box compression test (BCT) must be provided.

3.3 Carton stacking

- 3.3.1 The maximum height is **110 cm including** the pallet.
- 3.3.2 The maximum weight of the cargo including the pallet is 950 kg
- 3.3.3 The cartons shall be cross stacked on the pallets whenever possible.
- 3.3.4 No overhang is allowed.



3.4 Cargo

- 3.4.1 The pallets/cartons shall contain only one material.
- 3.4.2 For batch managed materials, e.g. pharmaceuticals and medical devices, the cartons/pallets shall contain only 1 single batch.
- 3.5 Wrapping
 - 3.5.1 The cargo on the pallets shall be shrink-wrapped.
 - 3.5.2 The shrink-wrapping shall allow the pallet to be handled by fork-lift.
 - 3.5.3 Loose foil ends are not tolerated.
 - 3.5.4 Pallets must not be wrapped together.
- 3.6 Strapping
 - 3.6.1 As an alternative to shrink-wrapping, the cargo can be fixed with straps of polypropylene.
 - 3.6.2 Steel straps are not acceptable.
 - 3.6.3 The cargo shall be fixed with at least 4 straps, 2 on the pallet's short side and 2 on its long side.

4.0 IDENTIFICATION MARKINGS

- 4.1 The **pallets**, cases, and all **outer and inner** cartons must be clearly marked with the following information:
 - 4.1.1 Purchase order number (optional for inner cartons);
 - 4.1.2 UNICEF material number*;
 - 4.1.3 Description of contents;
 - 4.1.4 Quantity per carton;
 - 4.1.5 Gross Weight;
 - 4.1.6 Cubic Measurement;
 - 4.1.7 Batch Number Reference;
 - 4.1.8 IMCO classification (if applicable);
 - 4.1.9 Manufacturing date;
 - 4.1.10 Expiration date.
- 4.2 If special storage, transport and/or handling conditions are required, labelling indicating such requirements shall also be affixed visibly both to the tertiary packaging and the pallet. For temperature sensitive **Goods**, both the tertiary packaging and the pallets shall be clearly and visibly labelled with the storage and transport temperature requirements.
- 4.3 The size of the markings and labels must not exceed A5 (210 x 148 mm).

* UNICEF material number should be written in one complete sequence, i.e. no hyphens:

Capsule Type	UNICEF Material Number
For e.g. 100,000 IU- Vitamin A Soft Gelatin Capsules – 100 count bottles	S7800003

5.0 BARCODE LABEL STANDARD

- 5.1 All **pallets and outer** cartons shall be barcode labelled with the below details using encoding type GS1-128. The markings shall be in both text format and contained in a barcode label. The use of any other standard will cause the shipment to be returned to the **Contractor** for replacement. All costs associated with the return of the shipment(s) and replacement of the labels will be at the **Contractor**'s cost.
 - 5.1.1 The height of the barcode shall be minimum 15 mm.
 - 5.1.2 The size of the markings and labels must not exceed A5 (210 x 148 mm).
 - 5.1.3 Inner cartons shall also be barcode labelled.
 - 5.1.4 The pallet barcode label shall be placed at each of the two short sides of the pallet, outside the shrink-wrapping, if any, at the top right corner
- 5.2 Only the following identifiers (listed in brackets) in relation to barcode labelling shall be used. Where alternative is indicated, only one of these shall be used.

Order of encoding	Data Element	Description	Identifier
1.	UNICEF PO Number	The Purchase Order number provided by UNICEF . Example 68031531	400
2.	UNICEF Material Number	The material number provided by UNICEF . Example S7800003	93
3.	Product Batch Number	The vendor batch number if the product is batch managed	10
4.	Product Manufacture Date	The manufacturing date of the product if batch managed	11
5.	Product Expiry Date	The expiry date of the product if batch managed	12
6.	Quantity	The quantity of the packaging unit/pallet in accordance with UNICEF 's purchasing unit	37

- 5.3 The date format shall follow one of the following standard: DD/MM/YYYY
- 5.4 The default marking for days (DD) is the last day of the month, e.g., expiry July 2021 should be 31072019 on the barcode.
- 5.5 The quantity on both carton and pallet labels should reflect the quantity of **UNICEF**'s purchasing unit.
- 5.6 The pallet labels shall be affixed to the two short sides of the pallets, outside the plastic wrapping.

5.7 Contractors shall send a sample of a barcode label to NI for approval prior to any shipment to **UNICEF** Warehouse, Copenhagen, Denmark. The sample barcode label must be submitted to the attention **Temitope Akintunde**, <u>takintunde@nutritionintl.org</u>, for approval prior to use.

PALLET BARCODE LABEL SPECIFICATIONS

Barcode standard: Dimensions of labels:	GS1-128, only. 4" x 7" (10 cm x 18 cm)
Background colour:	<u>White</u>
Lettering:	Black
Bar Codes (dates):	Use following format only: DDMMYYYY (31.10.2021)
Identifiers:	This number in the brackets is an identifier according to GS1-
	128. Use only the identifiers indicated.
Font & font size:	Should fit appropriately on label. Minimum size: one half inch.
Material number:	Should be without hyphens (ex: S7800001)
Note:	Manufacturing date & expiration date format: DDMMYYYY (31.07.2021)

Figure 1: Sample Pallet Label

SHIP TO: UNICEF Supply Division		
UNICEF P.O. No.: (write in)	(400)xxxxxxx	
UNICEF Material No.: (write in)	(93)xxxxxxx 	
Batch Number: (write in)	(10)xxxxx 	
Manufac./Exp. Date: (write in)	(11)xxxxx/(12)xxxxxx	
Quantity of bottles: (write in)	(37)xxxx	
Pallet No.:		

Pallet No.:

BOX BARCODE LABEL SPECIFICATIONS

Barcode standard:	GS1-128, only.
Dimensions of labels:	4" x 7" (10 cm x 18 cm)
Background colour:	<u>White</u>
Lettering:	Black
Bar Codes (dates):	Use following format only: DDMMYYYY (31.07.2021)
Identifiers:	The number in the brackets is an identifier according to GS1-128. Use only the identifiers indicated.
Font & font size:	Should fit appropriately on label. Minimum size: one half inch.
Material number:	Should be without hyphens (ex: S7800003)
Note:	Manufacturing date & expiration date format: DDMMYYYY (31.07.2021)

Figure 2: Sample Box Label

Vitamin A (Retinol)		
100,000 IU – 100 capsules		
NI Project No.: 10-XXXX-XXXXX-XX		
UNICEF P.O. No.: (write in)	(400)xxxxxxx	
UNICEF Material No.: (write in)	(93)xxxxxxx	
Batch Number: (write in)	(10)xxxxxx	
Manufac./Exp. Date: (write in)	(11)xxxxxx/(12)xxxxxx	
,		
Quantity of bottles: (write in)	(37)xxxx	
, , , , ,		

Figures 3 & 4: Example: Use of specifications provided to indicate format only



Appendix 4: Bottle & Bottle Labels Specifications

1.0 <u>BOTTLES</u>

- 1.1 Vitamin A Soft Gelatin Capsules are to be bottled as 100 or 500 capsules per bottle
- 1.2 All Vitamin A Soft Gelatin Capsules must be kept in tight, light- and tamper-resistant containers.
- 1.3 Bottles must conform to the latest edition of British (BP), United States (USP), European (Ph. EUR) or other internationally recognized Pharmacopoeia Standard for Pharmaceutical containers and should be suitable for shipment, storage and use worldwide at elevated temperatures and humidity typical of Zone IVA country climate.
- 1.4 The preferred bottles are: tamper-evident opaque plastic securitainer bottles with screw-cap, each containing 100 or 500 capsules. Desiccant Packs are to be included in each 100 or 500-capsules container manufactured for **NI. See Appendix 3 for detailed specifications.**
- 1.5 The size of the bottle should be proportional to its contents with the addition of appropriate padding and dessicant pack(s) to prevent damage to the product during shipment.

2.0 BOTTLE LABELS

- 2.1 Vitamin A Soft Gelatin Capsules are packaged in appropriately labeled bottles, including directions for use and delivery of each dosage unit of Vitamin A Soft Gelatin Capsules. Statements and Labelling must comply with the United States Pharmacopeia (USP) Vitamin A Oral Liquid Preparation monograph (USP 35-NF30 or latest edition).
- 2.2 Bilingual labels in English and French will be required.
- 2.3 The colours of lettering for amount of active ingredient must be:
 - Red: Vitamin A (Retinol palmitate) 200,000 IU (60 mg) stabilized with 40 IU Vitamin E
 - Blue: Vitamin A (Retinol palmitate) 100,000 IU (30 mg) stabilized with 20 IU Vitamin E

All other lettering on the bottle labels must be black.

- 2.4 The writing on the labels must be in indelible ink, and varnish free.
- 2.5 Self-adhesive, white, pharmaceutical defiberized paper (80 g/m2)
- 2.6 Film or UV coated for protection against humidity.
- 2.7 Labels must be firmly affixed to be tamper proof and to prevent detachment in tropical climates.
- 2.8 The label shall contain the following information:
 - a. Contents per bottle: 100 or 500 capsules
 - b. The name of the product and the pharmacopoeial standard of the FPP: "VITAMIN A Oral Liquid Preparation (USP)" in a bold, clearly visible font size.

- c. The ester form in which the vitamin A is present
- d. Stabilized with Vitamin E and the proportions added.
- e. The amount of Vitamin A delivered in each capsule both in International Units/capsule and in terms of the equivalent amount of retinol in mg/capsule, on the basis that 1 USP vitamin A unit equals the biological activity of 0.3 µg of all-trans-retinol: "Each/Chaque capsule Delivers/Fournie:"
- f. Usage: "Cut off small end of capsule, gently squeeze contents into child's mouth. The capsule must not go in child's mouth or be swallowed"
- g. Utilisation: "Couper l'embout de la capsule, puis presser avec douceur pour que son contenu s'écoule dans la bouche de l'enfant. La capsule ne doit NI entrer dans la bouche de l'enfant, NI être avalée."
- h. Warning: "Not to be administered to pregnant women"
- i. Précaution: "Ne pas administrer aux femmes enceintes"
- j. Storage: "Do not store above 30° C. Keep container tightly closed, protected from moisture and light. Keep out of the reach and sight of children."
- k. Entreposage : "A conserver à une température ne depassant pas 30°C. Conserver le conditionnement primaire soigneusement fermé, à l'abri de l'humidité et de la lumière. Tenir hors de la vue et de la portée des enfants."
- I. Batch identification
- m. Manufacturing date: Date format: numerical format MM/YYYY
- n. Expiry date: Date format: numerical format MM/YYYY
- o. Manufactured in (Country Name) by (manufacturer's Name) /Fabriqué au (Country Name) par (manufacturer's Name)
- p. NI logo (in black) in middle left:
- q. Government of Canada wordmark/logo (in black), bottom left with text as follows: "Funded by / Financé par: "
- r. For all products, the word "Halal" must not appear on any of the labels
- 2.9 A mock-up of the label must be pre-approved by **NI** (to the attention of **Temitope Akintunde**, <u>takintunde@nutritionintl.org</u> prior to use.

The label sample shown in Figure 1 below is for information on label structure.

Batch No: Mfg. date: Exp. date:	500 capsules VITAMIN A Oral Liquid Preparation (USP)	(Country Name)
	EACH/CHAQUE capsule DELIVERS/FOURNIE: Vitamin A (retinol palmitate)200,000 IU (60 mg) stabilized with 40 IU Vitamin E	au
NUTRITION INTERNATIONAL	USAGE: Cut off small end of capsule, gently squeeze contents into child's mouth. The capsule must not go in child's mouth or be swallowed WARNING: Not to be administered to pregnant women STORAGE: Do not store above 30°C. Keep container tightly closed, protected from moisture and light. Keep out of the reach and sight of children	uuntry name) by/ Fa name:
Funded by / Financé par: Canada	 UTILISATION: Couper l'embout de la capsule, puis presser avec douceur pour que son contenu s'écoule dans la bouche de l'enfant. La capsule ne doit NI entrer dans la bouche de l'enfant, NI être avalée. PRECAUTION: Ne pas administrer aux femmes enceintes. ENTREPOSAGE: A conserver à une température ne depassant pas 30°C. Conserver le conditionnement primaire soigneusement fermé, à l'abri de l'humidité et de la lumière. Tenir hors de la vue et de la portée des enfants 	Manufactured in (Country name) by/ Fabriqué par Manufacturer's name: