

**ANNEX II**  
**TO REQUEST FOR PROPOSALS (RFP) N° PCD/08/023**

**CONTRACT N° PCD/08/023**

**BETWEEN**

**THE WORLD INTELLECTUAL PROPERTY ORGANIZATION**

**AND**

*[INSERT NAME OF THE COMPANY]*

**THIS CONTRACT** is made this *[INSERT DATE]* by and between THE WORLD INTELLECTUAL PROPERTY ORGANIZATION, an international intergovernmental organization with its headquarters in Geneva (Switzerland), 34, chemin des Colombettes (hereinafter referred to as “WIPO”), and *[INSERT NAME OF THE COMPANY]*, a corporation incorporated under the laws of *[INSERT NAME OF THE COUNTRY]* and having its principal office in *[INSERT COMPLETE ADDRESS]* (hereinafter referred to as the “Contractor”).

WIPO and the Contractor are collectively hereinafter referred to as the “Parties.”

**WITNESSETH**

In consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, WIPO wishes to engage the Contractor in order to perform consulting services (hereinafter referred to as the "Services") in respect of the provision of *[INSERT A SHORT DESCRIPTION OF THE SERVICES TO BE PERFORMED]*. The Parties agree as follows:

1. Contract Documents

1.1 This document (hereinafter referred to as the “Basic Contract”), including all of its Annexes and the following named documents, incorporated herein by reference, constitute the entire Contract between the Parties (hereinafter referred to as the “Contract”):

1. WIPO’s Request for Proposals (including Annexes) dated *[INSERT DATE]*;
2. The Contractor’s Proposal dated *[INSERT DATE]*.

1.2 The Annexes to this Basic Contract are the following:

1. Annex I: Terms of Reference;
2. Annex II: General Conditions for the Purchase of Services;
3. Annex III: Price Schedule.

1.3 In the event of any conflict or inconsistencies between or among any of the documents comprising this Contract, then the following order of priority shall apply:

- 1. First, this Basic Contract and Annex II;
- 2. Second, the remaining Annexes to this Basic Contract;
- 3. Third, WIPO's RFP;
- 4. Fourth, the Contractor's Proposal.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex I with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor services shall be provided by any or all of the following personnel:

Name	Specialization	Responsibilities

2.3 The Contractor may not make any changes to above mentioned personnel, except for resignation, termination of contract of employment, ill health or other causes reasonably outside the control of the Contractor; in which cases the Contractor should immediately inform in writing WIPO, and propose within 10 days the replacement (s) who should have equal or higher seniority and skills. WIPO is not obliged to approve any proposed substitution, but agrees that it shall not unreasonably withhold its approval. However, approval of any substitution by WIPO shall not exonerate the Contractor from its obligation to perform and complete the Project, or any part of it, in accordance with the requirements of this Contract.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to WIPO the deliverables specified under Annex I: Terms of Reference.

2.6 The Contractor guarantees the accuracy of any information or data provided to WIPO for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

2.7 The Contractor shall submit to WIPO the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

No.	Activity	Start	End
1			
2	.		
3			
4	Etc.		

2.8 All deliverables shall be written in the English language, and shall describe in detail the services rendered under this Contract during the period of time covered in such deliverable. All deliverables shall be transmitted by the Contractor by [MAIL, COURIER/OR FAX] to the WIPO address specified in 9 below.

### 3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, WIPO shall pay the Contractor in accordance with the fixed rates indicated in the Annex IV – Price Schedule. Payment will be made in accordance with the actual number of days worked, which in turn will be planned and agreed in advance, depending on the requirements of the project. All payments will be made in accordance with Article 16, Annex III – General Conditions for the Purchase of Services.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of this Contract.

3.3 Payments effected by WIPO to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by WIPO of the Contractor's performance of the Services.

3.4 WIPO shall effect payments to the Contractor after acceptance of the invoices submitted by the Contractor to the WIPO address specified in paragraph 8.1 below.

3.5 The number of working days indicated in the Annex IV - Price Schedule is only an estimate of the total workload. WIPO does not guarantee to meet or exceed the estimated number of working days indicated in Annex IV.

4. Submission of invoices

4.1 An original invoice shall be submitted by mail by the Contractor for each payment under this Contract to the following address:

World Intellectual Property Organization (WIPO)  
FINANCE DEPARTMENT – Invoices Unit  
34, chemin des Colombettes  
CH-1211 Geneva 20, Switzerland.

4.2 Invoices submitted by fax shall not be accepted by WIPO.

5. Time and manner of payment

5.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by WIPO.

5.2 All payments shall be made by WIPO to the following Bank account of the Contractor:

*[NAME OF THE BANK]*  
*[ACCOUNT NUMBER]*  
*[ADDRESS OF THE BANK]*

6. Entry into force: Time limits

6.1 This Contract shall enter into force upon its signature by both Parties.

6.2 The Contractor shall commence the performance of the Services not later than *[INSERT DATE]* and shall complete the Services within *[INSERT NUMBER OF DAYS OR MONTHS]* of such commencement.

6.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing duly signed by both Parties.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of WIPO and the Contractor are as follows:

For WIPO:

*[INSERT NAME AND TITLE]*  
World Intellectual Property Organization  
34, chemin des Colombettes  
CH-1211 Geneva 20, Switzerland  
Fax: 0041-22/338 82 10

Ref.

*[INSERT CONTRACT REFERENCE & NUMBER as applicable....]*

For the Contractor:

*[Insert Name and Title]*  
*[Address]*  
*[Fax]*

**IN WITNESS THEREOF**, the Parties have signed this Agreement.

*[Insert name of the company]*

**WIPO**

By: .....

By: .....

Name: .....

Name: .....

Title: .....

Title: .....

Date: .....

Date: .....

[Annex III follows]