

**ANNEX V
TO REQUEST FOR PROPOSALS (RFP) N° PTD/10/040**

BASIC CONTRACT FORM

CONTRACT N° _____

BETWEEN

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION

AND

[INSERT NAME OF COMPANY]

[Insert description of requirement]

CONFIDENTIAL NOTICE

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THIS CONTRACT is made by and between THE WORLD INTELLECTUAL PROPERTY ORGANIZATION, an international intergovernmental organization with its headquarters in Geneva (Switzerland), at 34, chemin des Colombettes (hereinafter referred to as "WIPO"), and *[INSERT NAME OF COMPANY]*, a company with its headquarters 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 translation services (hereinafter referred to as the "Services") in respect of the *[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 described in Article 1.2 and the following named documents, all of which are incorporated herein by reference, constitute the entire Contract between the Parties (hereinafter referred to as the "Contract"):

1. WIPO's Request for Proposal (RFP) (including Annexes) dated _____, 2010;
2. The Contractor's Technical Proposal dated _____, 2011 and its Financial Proposal received by WIPO on _____.

1.2 The Annexes to this Basic Contract are the following:

1. Annex I: *Terms of Reference*
2. Annex II: *WIPO General Conditions*
3. Annex III: *Price Schedule*
4. Annex IV: *Information Security Agreement*
5. Annex V: *Non-Disclosure Agreement for Non-Treaty Data Access by Member States and External Users.*

1.3 This Contract, the *WIPO General Conditions*, any agreed annexes or amendments to the basic contract, WIPO's RFP and Contractor's Proposal shall constitute the entire agreement between Contractor and WIPO with respect to its subject matter and supersedes all prior verbal and written understandings, communications or agreements between Contractor and WIPO. No amendment to or modification of the Agreement, in whole or part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated. In case 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 shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

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2.3 Contractor's personnel shall not be considered employees or agents of WIPO. The Contractor shall be solely responsible for the supervision, control, employment and payment of all salary and social charges in respect to its personnel and subcontractors as well as any other fees that arise out of their employment according to applicable law. The Contractor shall fully and effectively indemnify WIPO against all costs, claims, damages, liabilities, fines expenses and fees which WIPO may suffer or incur as a result of failure of the Contractor or its subcontractors to comply with the terms of this article including any liability suffered or incurred by WIPO as a result from any claim arising from the ending (constructive or actual) of the employment of any of Contractor's personnel or subcontracted personnel. Contractor will also take responsibility for any fees or charges that might result from any government, taxation or local authority taking the view that any of the Contractor's personnel or subcontracted personnel is an employee of WIPO.

2.4 All deliverables shall be transmitted by the Contractor in electronic form to WIPO. The format and medium shall be agreed upon by the Parties.

2.5 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.

2.6 The Contractor agrees to share with WIPO, at no additional cost, all WIPO translated text retained in the Contractor's WIPO Translation Memory (TM) database.

3. Acceptance, 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 III - *Price Schedule*. WIPO will only make payment to the Contractor after the work has been completed in compliance with the mutually agreed control standards, as defined in this Contract and its annexes.

3.2 WIPO will carry out a quality control procedure with regard to the translations received from the supplier and will apply any measures it deems necessary in order to improve and ensure quality. In particular, WIPO reserves the right to return to suppliers translated batches that are found not to meet the minimal quality standard, in which cases the suppliers will revise and correct the batches within publication deadlines at no additional cost to WIPO. If WIPO experiences significant and sustained quality problems with the work of any supplier, it will terminate the Contract with that supplier.

3.3 The quality control procedure will involve checking a percentage of each batch of translations sent by the Contractor, assessing the translations according to criteria of quality and grading them according to levels of acceptability. The Contractor will be provided with quality control reports on a regular basis.

3.4 WIPO will endeavor to provide such guidelines as are deemed necessary to ensure that the Contractor has sufficient guidance with regard to preferred terminology, standard phraseology, background documents and in-house style.

3.5 WIPO's Quality Control Procedure will consist of reviewing a random sample of each batch of translations. If more than 20% of that sample is found not to meet WIPO's minimum quality standards, WIPO reserves the right to return the entire batch to the Contractor. The Contractor will resubmit the failed and returned batch to WIPO within a time-limit agreed to by both parties in writing.

3.6 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.

3.7 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.

3.8 WIPO shall effect payments to the Contractor after 30 days after receipt and acceptance of the invoices submitted by the Contractor to the WIPO address specified in 5.1 below. WIPO will not be obligated to pay for any batch which does not meet WIPO quality standards. Additionally, WIPO will only pay for a translation batch that has previously failed the WIPO minimum quality standard if the batch is resubmitted to WIPO on schedule and it meets WIPO's minimum standards. WIPO will not pay for any translations that do not meet WIPO's minimum standards.

3.9 This Contract is a time and material contract. Nothing in this agreement shall be understood to guarantee the Contractor a minimum amount of work.

4. Special Conditions

No special conditions apply.

5. Submission of invoices

5.1 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 DIVISION – Invoices Unit
 34, chemin des Colombettes
 CH-1211 Geneva 20, Switzerland.

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

5.3 The Contractor shall indicate the contract number on each invoice, as follows:
 Contract No: PTD/ _____.

6. Dispute Resolution

6.1 The settlement of any dispute that arises from this Contract will be addressed according to the terms of Article 7 of the *WIPO General Conditions*. Particularly, any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall, unless settled amicably by direct negotiation, be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The number of arbitrators shall be one. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English. The dispute shall be decided in accordance with the United Nations Convention on Contracts for the International Sale of Goods and the general principles of international commercial law. The Parties agree to be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such disputes, controversy or claim.

7. Time and manner of payment

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

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

Account in the name of: *[ENTER NAME OF COMPANY]*
 Bank name:
 Bank address:
 Account number: sort code
 AIB:
 BIC (Swift) code:

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IBAN:

8. Entry into force: Time Limits

8.1 This Contract shall enter into force on _____.

8.2 This Contract shall have duration of three (3) years with a possibility of further annual renewal up to a maximum of five (5) years of such a commencement.

8.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services, in accordance with "Article 4 – Amendments" of Annex II – *WIPO General Conditions*.

9. Modifications

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

10. Notifications

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

For WIPO:
Mr. Giorgio Fraternali
Deputy Director
Procurement and Travel Division
World Intellectual Property Organization
34, chemin des Colombettes
CH-1211 Geneva 20, Switzerland
Tel: +41 22 338 94 22 Fax: +41 22 338 82 10

Ref.: **Contract N° PTD/**_____

For the Contractor:

IN WITNESS THEREOF, the Parties have signed this Agreement.

[INSERT NAME OF COMPANY]

WIPO

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: