1. LEGAL STATUS: The Contractor shall have the legal status of an independent contractor vis-à-vis WIPO, and nothing contained in the Contract shall be construed as establishing between the Parties the relationship of employer and employee, of principal and agent, or of a legal partnership. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of the engagement of such persons or entities.

2. ASSIGNMENT: The Contractor shall not assign, transfer, pledge, or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract, except with the prior written authorization of WIPO.

3. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform obligations under the Contract, the Contractor shall obtain the prior written approval of WIPO. WIPO shall be entitled, in its sole discretion, to review the qualifications of subcontractors and to reject, without prejudice to any rights, claims or obligations under the Contract, any subcontractor that WIPO reasonably considers is not qualified to perform obligations under the Contract. The Contractor shall be solely responsible for all services and obligations performed by the subcontractors. The terms of a subcontract shall conform with the provisions of this Contract.

4. PURCHASE OF GOODS: If goods are purchased, the following shall apply: ACCEPTANCE OF GOODS: WIPO shall have a reasonable opportunity to inspect the goods following delivery before it accepts any goods. Delivery of the goods or payment by WIPO shall not be deemed in itself acceptance of the goods by WIPO.

PASSING OF TITLE: Title in the goods shall pass from the Contractor to WIPO upon delivery of the goods and their acceptance by WIPO in accordance with the requirements of the Contract.

RISK OF LOSS: Unless otherwise stated in the Contract, the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until the physical delivery of the goods to WIPO in accordance with the requirements of the Contract.

5. ACQUISITION OF SERVICES: To the extent that the Contract involves the acquisition of services, the following shall apply: RESPONSIBILITY FOR PERSONNEL: The Contractor shall supervise and be responsible and liable for all services performed by its employees, agents, servants, representatives and sub-subcontractors (or any of their employees, agents, servants, representatives and sub-contractors) (“Personnel”) and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel performing services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of ethical conduct. The Contractor shall be fully responsible and liable for any action, omission, negligence or misconduct of the Contractor’s Personnel.

7. INTELLECTUAL PROPERTY: All intellectual property and all proprietary rights, including patents, copyrights, industrial designs and trademarks, with regard to products, inventions, know-how, documents or other materials which the Contractor has developed under the Contract shall be the sole property of WIPO. The Contractor acknowledges and agrees that such products and other materials constitute “works made for hire” for WIPO.

8. CONFIDENTIALITY: CONFIDENTIAL INFORMATION: All information, data, know-how, works, writings, ideas, concepts and methodologies described in the Contract from another source.

The Contractor shall be responsible for any claims associated with any illness, injury, death or disability of the Contractor’s Personnel. The Contractor shall ensure that all of its Personnel used to perform obligations in connection with this Contract are adequately covered by insurance for any service related illness, injury, death or disability. WIPO accepts no responsibility or liability for any service related illness, injury, death or disability of any separate entity or individual engaged by the Contractor without WIPO's prior written authorization.

PERFORMANCE OF SERVICES: The Contractor and its Personnel shall perform the services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards expected from professionals providing similar services in a similar industry. Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary personnel, facilities, equipment, material, and supplies and for making all arrangements necessary for the performance of the services under this Contract.

ACCEPTANCE OF SERVICES: WIPO reserves the right to review and inspect all services performed by the Contractor at all reasonable places and times. Payments effected by WIPO to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by WIPO of the Contractor’s performance.

REJECTION OF GOODS: If goods are defective, WIPO reserves the right to require the Contractor to either re-perform or replace the goods at any time. The Contractor shall, at its own cost, carry out all re-performance or other corrective measures by the Contractor, WIPO may request the Contractor to take, and the Contractor shall take, all cost or expense to WIPO, the measures necessary to re-perform or take other corrective action as may be deemed necessary by WIPO, WIPO may, at any time, in its sole discretion, to review the qualifications of subcontractors and to reject, without prejudice to any rights, claims or obligations under the Contract, any subcontractor that WIPO reasonably considers is not qualified to perform obligations under the Contract. The Contractor shall be solely responsible for any actions, claims or obligations under the Contract, except with the prior written authorization of WIPO.

6. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, there shall be no limitation for WIPO to obtain goods or services of the same kind as described in the Contract from another source.

9. CREATIVE WORKS: All creative works such as photographs, charts, graphs, tables, computer programs and data bases which are created or produced in connection with this Contract are WIPO’s intellectual property and shall be owned by WIPO unless otherwise stated in the Contract.

10. CONFIDENTIALITY OBLIGATIONS: The Contractor agrees to (i) use the Confidential Information only in connection with the performance of the obligations under this Contract, (ii) hold the Confidential Information in strict confidence, using the necessary care and diligence, and in accordance with the highest professional standards expected from professionals providing similar services in a similar industry, (iii) not disclose the Confidential Information to any third party without WIPO’s prior written consent, and (iv) return the Confidential Information to WIPO upon written request of WIPO.
18. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and, if agreed to under the UN or WIPO vendor registration process, the UN Supplier Code of Conduct.

19. AUDITS AND INVESTIGATIONS: Invoices paid by WIPO may be subject to a post-payment audit during and for a period of three years following the termination of the Contract. The Contractor shall not have the right to set off, against such amounts shown by such audits to have been paid other than in accordance with the terms of the Contract. WIPO may during the same time period also conduct investigations relating to any aspect of the Contract or the award thereof. The Contractor shall provide its full cooperation with any such audits or investigations. Such cooperation shall include the provision to the Contractor’s premises, records, personnel, agents, and advisors related to the contract with WIPO.

20. SET-OFF: WIPO shall have the right, upon any amounts becoming due under this Contract to the Contractor, to set off, against such amounts the amount of any other amounts owing by the Contractor to WIPO hereunder or under any other contract between the Parties.

21. MODIFICATIONS: No modification in the Contract shall be valid and enforceable against WIPO unless provided by a valid written amendment to the Contract.

22. FORCE MAJEURE: Neither Party will be liable to the other Party for failure to perform its respective obligations, if such failure is a result of an unforeseeable and irresistible act of nature, any act of war, invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party affected. If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, WIPO shall have the right to terminate the Contract with a period of notice of seven days.

23. CONFLICTING PROVISIONS: Either Party may terminate the Contract in whole or in part, in written form, with immediate effect if the other Party materially breaches the Contract, and an appropriate time period has been set to allow the breaching Party to cure the breach and was not complied with. No time period needs to be set where (i) it is evident from the facts of the case that the default is irreparable, or, (ii) where performance has become pointless for WIPO as a result of the default; or, (iii) where the Contract makes it clear that WIPO intended performance to take place at or before a precise point in time and therefore time is of the essence.

24. CLOSURE OF CONVENIENCE: WIPO may terminate the Contract without having to provide a justification therefor upon thirty days advance written notice to the Contractor, in which case WIPO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to the receipt of the notice of termination.

25. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract contains any authority to award interest in excess of the London Inter-Bank Offered Rate (LIBOR) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

26. SETTLEMENT OF DISPUTES AND APPLICABLE LAW: The Parties shall settle any dispute arising out of the Contract. If not settled amicably within sixty days after receipt by one Party of the other Party's written request for such amicable settlement, the dispute may be referred by either Party to arbitration in accordance with the UN-CITRAL Arbitration Rules then in force. The appointing authority shall be the Permanent Court of Arbitration. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English or French. The decisions of the arbitral tribunal shall be final and binding, except as modified by appeal to the Court. The arbitral tribunal shall have no authority to award punitive damages and shall award only compensatory damages, including interest on the award at the rate of the London Inter-Bank Offered Rate (LIBOR) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

27. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of WIPO.