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, or partners, or that any one of them is the agent or representative of the other. No employees, agents, or subcontractors of either of the Parties shall be considered employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of its engagement of such persons or entities.

2. ASSIGNMENT: Neither Party shall 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: The Contractor shall not use, authorize, permit, or cause the performance or services of sub-contractors 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 in detail any plans of sub-contractors and recommend advice, if any, as to the qualifications of sub-contractors. WIPO's rights under the Contract, a proposed 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, and each Party shall be responsible for all claims arising out of such services and obligations.

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. Payment for the goods by WIPO shall not be deemed in itself acceptance of the goods by WIPO.

REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to WIPO , in case any of the goods are defective or otherwise do not conform to the Contract, it may reject, return, remove the defective goods, and fully reimburse WIPO for the purchase price paid for such goods. Acceptance of any defective goods and for the delivery of any replacement goods to WIPO. With the goods covered, all the terms and conditions of this Contract shall apply: Title in the goods shall pass from the Contractor to WIPO upon delivery for the defective goods. All warranties will remain the property of WIPO and shall be promptly returned to WIPO upon request. All information and all copies thereof which are in the possession of the Contractor shall be and remain the property of WIPO and shall be promptly returned to WIPO upon request. The Contractor agrees to (i) use the Confidential Information in strict confidence, using the highest standard of care; and, (ii) immediately notify WIPO in the event of any unauthorized use or disclosure of the Confidential Information. Confidential Information shall not include any information or material which (i) is already known to WIPO at the time it receives it (other than by means of the Contract); or (ii) becomes known to WIPO through no action or inaction of the Contractor. To the extent that the Contract involves the transfer of technology, the Contractor shall supervise and be responsible for WIPO to deduct from the Contractor's invoices any amount representing such taxes, restrictions, duties, or charges for public utility services, and from customs restrictions, duties, and charges of the Contractor on the goods following delivery before it accepts any goods. Delivery of the goods or payment for the goods by WIPO is exempt, in the signatory countries, from direct taxes, under the exclusion of the Headquarters Agreement between the Swiss Federal Council and WIPO of 1970 from the payment of VAT on goods costing at least CHF 100 per invoice (including VAT) and provided in Switzerland. Upon request, WIPO will provide documentation for an application to the Swiss tax authorities for the exemption or refund of such taxes.

10. TAX EXEMPTION: WIPO is exempt from Article 8 of the Headquarters Agreement with respect to VAT and other similar taxes. The Contractor shall not be responsible for providing any corresponding insurance coverage.

11. GENERAL LIABILITY: The Contractor shall pay WIPO promptly for all loss or damage caused to WIPO by the Contractor, the Contractor's personnel, its subcontractors or anyone else directly or indirectly employed by the Contractor or its subcontractors or anyone else directly or indirectly employed by the Contractor or its subcontractors or anyone else directly or indirectly employed by the Contractor or its subcontractors or anyone else directly or indirectly employed by the Contractor or its subcontractors. The Contractor shall indemnify and defend WIPO, its officials, agents and employees, from and against all suits, claims, losses, damages, claims, demands, losses and liability brought by a third party to WIPO, including litigation costs, attorney’s fees, settlement payments and damages, arising from (i) allegations or claims that the possession of or use by WIPO of a patented device, copyrighted material, or any other goods, property or services provided or licensed to WIPO under the terms of the Contract constitutes an infringement of a patent, copyright, trademark, or other intellectual property right of any third party; or, (ii) any acts or omissions of the Contractor, or of a subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give
risefor legal liability to someone not a party to the Contract.  
13. INSURANCE: The Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses: (i) insurance against all risks in respect of the Contractor and the equipment used for the performance of the Contract; (ii) workers’ compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury to or death of such personnel, including injury or death arising out of or in connection with the performance of the Contract; and, (iii) liability insurance in an adequate amount to cover all claims, including claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal injury, arising from or in connection with the performance of the Contract, including, but not limited to, claims of third parties arising out of or in connection with the acts or omissions of the Contractor's personnel, agents, invitees, subcontracts, or the use, during the performance of the Contract, of equipment, materials, or other things furnished under the Contract, including, but not limited to, claims to which WIPO is a party to the extent required to be paid by legal or equitable indemnity insurance, or its equivalent. The Contractor shall be permitted to obtain copies of the insurance policies required to be maintained by the Contractor under the Contract. The Contractor shall promptly notify WIPO concerning a cancellation, termination, or expiration of any of the above insurance policies.  

14. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS: The Contractor shall be responsible for obtaining, at its own cost, all licenses (including export licenses), permits and authorizations from governmental or other authorities necessary for the performance of the Contract.  

15. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance against monies due to the Contractor or that may become due for work done or against goods supplied or materials furnished under the Contract.  

16. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to WIPO in connection with the performance of its obligations under the Contract and perform with them with the fullest regard to the interests of WIPO.  

17. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of WIPO a direct or indirect benefit arising from or related to the performance of the Contract or of another contract with WIPO or the award thereof or for any other purpose intended to gain an advantage in connection with such a contract.  

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 and WIPO rules and procedures.  

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 ending of the Contract. If WIPO shall be entitled to a refund from the Contractor for 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 in such audits or investigations. Such cooperation shall include access to the Contractor’s premises, records, personnel, agents, and advisors related to the contract with WIPO.  

20. MODIFICATIONS: Neither Party shall have the right, upon amounts becoming due under this Contract to the Contractor, to set off, against such amounts payable by WIPO, any indebtedness or other claim owed by the Contractor to WIPO hereunder or under any other contract between the Parties.  

21. 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 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.  

22. TERMINATION: TERMINATION FOR CAUSE: Either Party may terminate the Contract in whole or in part, in written form, (i) 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 the breach was not complied with. No time period needs to be set where (i) it is evident from the conduct of the other Party that a time limit is not purpose; (ii) where performance has become pointless or 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 essence.  

TERMINATION FOR 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.  

INSOLVENCY: Should the Contractor become bankrupt or otherwise insolvent, WIPO may terminate this Contract with immediate effect. The Contractor shall immediately inform WIPO of such occurrence of any such an event. Either as prohibited by law, the Contractor shall compensate WIPO for all damages and costs as a result of such events.  

CONSEQUENCES OF TERMINATION: In the event of a termination of the Contract, the Contractor shall, except as directed otherwise by WIPO in writing: (i) take immediate steps to bring the performance of the obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (ii) refrain from making any further or additional commitments under the Contract as of the date of receipt of such notice; and, (iii) deliver all completed or partially completed goods, works or other deliverables that, if the Contract had been completed, would be required to be delivered to WIPO hereunder. WIPO shall pay the Contractor on a pro rata basis for the goods delivered or work performed to the satisfaction of WIPO in accordance with the requirements of the Contract, and in case of a breach of contract by the Contractor, less an adjustment to reflect any diminishment of value of the work for, or the damage caused to WIPO by such breach.  

GENERAL: The provisions of this article are without prejudice to any other rights or remedies of WIPO under the Contract.  

24. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.  

25. SEVERABILITY: If the enforcement or operation of any provision or part of the Contract is rendered invalid, invalid or unenforceable, such prohibition, voidness, invalidity or unenforceability shall not affect the validity or enforceability of the rest of that provision and/or any other provisions of the Contract.  

26. SETTLEMENT OF DISPUTES AND APPLICABLE LAW: The Parties shall use their best efforts to amicably 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 UNCITRAL Arbitration Rules then in force. The appointing authority shall be the Secretary General of 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 based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages and no authority to award interest in excess of the London Inter-Bank Control 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. LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.  

28. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.  

29. SEXUAL EXPLOITATION: The Contractor shall take all appropriate measures to prevent sexual exploitation, including abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual activities, or from engaging any sexual activities that are exploitive or degrading to any person.  

20. The United Nations shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizen- ship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.  

30. 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.