

ANNEX II to RFP No. PCD/08/017

CONTRACT No. PCD/08/017

BETWEEN

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION

AND

[NAME OF THE COMPANY]

THIS CONTRACT is made this *[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 *[NAME OF THE COMPANY]*, a corporation incorporated under the laws of *[COUNTRY]* and having its offices in *[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 the services described in Annex I – Terms of Reference (hereinafter referred to as the “Services”). 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 *[DATE]*;
2. The Contractor’s Proposal dated *[DATE]*.

1.2 The Annexes to this Basic Contract are the following:

1. Annex I: Terms of Reference;
2. Annex II: General Conditions for Contracts for Professional 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 Request for Proposals;
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 Any changes in the above personnel shall require prior written approval of WIPO, except for sickness or in the event that any of the above personnel leaves the Contractor's employment, when the Contractor shall promptly notify WIPO, and subsequently receive WIPO's written approval.

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 provide to WIPO the services 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.

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 a fixed contract price of *[CURRENCY AND AMOUNT IN FIGURES AND WORDS IN SWISS FRANCS]* in accordance with Annex III - Payment Schedule upon WIPO's final acceptance of the services invoiced.

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 4.1 below.

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)
Procurement and Contracts Service
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:

[BANK]
[ACCOUNT DETAILS]

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 no later than September 22, 2008. The contract is awarded for an initial period of one year, renewable in writing in case of mutual satisfaction on an annual basis, up to a total contract length of three years, including the initial term.

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. Special Conditions

7.1 Both parties may terminate this contract for any reason upon not less than ninety (90) days written notice to the other party. This clause supersedes the disposal of Article 12.1 and 12.2 of Annex II – General Conditions for WIPO Contracts for Professional Services, as far as the time limits are concerned.

7.2 The contractor will be the exclusive provider of language services for the languages indicated hereafter for the duration of the contract: English, French, Spanish, German and Japanese. However, WIPO reserves the right to make exceptions to this clause for a limited number of cases providing a written justification to the contractor.

8. Modifications

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

9. Notifications

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

For WIPO
Mr. Jaime Sevilla
Director
Procurement and Contracts Division
World Intellectual Property Organization
34, chemin des Colombettes
CH-1211 Geneva 20, Switzerland
Fax: +41-22 338 82 10

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For the Contractor

[NAME AND COMPLETE ADDRESS OF THE COMPANY]

IN WITNESS THEREOF, the Parties have signed this Agreement.

[NAME OF THE COMPANY]

WIPO

By:

By:

Name:

Name: Jaime Sevilla

Title:

Title: Director, Procurement and
Contracts Division

Date:

Date: