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, agents and subcontractors of the Parties shall be solely responsible for all claims arising out of its engagement of such persons or entities.

2. CONTRACTING PARTIES: 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 affecting any of WIPO’s rights under the Contract, any subcontractor that it determines 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 such 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 be deemed in itself acceptance of the goods.

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 requirements of the Contract, WIPO may reject the goods, and the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods and fully reimburse WIPO for the purchase price paid for the defective goods.

WARRANTIES: The Contractor warrants and represents that: (i) the goods, including any packaging thereof, conform to the quantity, quality, description and other specifications of the Contract; (ii) the goods are free from any claim of a third-party, including claims of infringement of any intellectual property rights, such as patents, copyrights, trademarks or industrial designs, and are adequately covered by insurance for any service related illness, injury, death or disability of the Contractor’s Personnel. The Contractor shall ensure that all Personnel are trained, and conform to the highest standards of ethical conduct. The Contractor shall be fully responsible and liable for any action, omission, neglect or misconduct of the Contractor’s Personnel.

TRANSPORTATION AND FREIGHT: Unless otherwise specified in the Contract, the Contractor shall be solely responsible for making all transport arrangements and for payment of freight and appropriate insurance for the shipment and delivery of the goods to the address provided by WIPO. The Contractor shall take all necessary precautions to ensure that the goods are handled in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods.

Pick-up of Goods: 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.

ACCEPTANCE OF GOODS: WIPO reserves the right to review and inspect all services performed by the Contractor at all reasonable times and places. 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 services performed.

REJECTION OF SERVICES: If any services performed by the Contractor do not conform to the requirements of this Contract, WIPO may request the Contractor to make the proper performance of the goods or services again, at no cost or expense to WIPO, or to correct the improper performance by way of re-performance or other corrective measures by the Contractor, WIPO may request the Contractor to take, and the Contractor shall be responsible and liable for all services performed in a timely manner, WIPO may have the assistance of other entities or persons and have corrective measures taken at the expense of the Contractor.

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.

7. INTELLECTUAL PROPERTY: All intellectual property and other 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, including databases, knowledge, plans, concepts, ideas, know-how, intellectual property, commercially valuable data, reports, orally, visually, by document, electronic mail, computer disks or in any other manner, whether directly or indirectly, that the Contractor learns about, discovers, develops or creates in connection with the goods sold or services provided to WIPO ("Confidential Information") shall be treated as confidential and shall not be disclosed by the Contractor except as may otherwise be authorized by WIPO in writing; (ii) hold the Confidential Information in strict confidence, using the highest standard of care; and, (iii) immediately upon the termination of this Contract or at any time upon request, unless WIPO expressly instructs otherwise, delete, destroy, or return all Confidential Information to WIPO in a secure manner.

CONFIDENTIALITY OBLIGATIONS: The Contractor agrees to (i) use the Confidential Information only in connection with the performance of the obligations of this Contract; and (ii) not to disclose the Confidential Information to any third party except as may otherwise be authorized by WIPO in writing; or (iii) to the extent required by law, provided that the Contractor will give WIPO sufficient prior notice of a request for the disclosure of Confidential Information in order to allow WIPO to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. All documents and other tangible objects containing or representing Confidential Information and all copies thereof shall be returned to WIPO upon the termination of this Contract or at any time upon request, unless WIPO expressly instructs otherwise. All access to Confident Information will be restricted to such personnel as are necessary to perform the functions required by this Contract.

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WIPO to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with WIPO before the payment thereof and WIPO has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, WIPO shall reimburse the Contractor for the amount paid, plus any attorneys' fees, expert fees, and any other expenses reasonably incurred by the Contractor in connection with the protest.

VALUE ADDED TAX: WIPO is exempt under Article 8 of the Headquarters Agreement and WIPO shall have the right, upon any amounts becoming due under this Contract to the Contractor, to set off, against such amounts payable by WIPO, any amounts due to WIPO from the Contractor under the Contract.

1.10. 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.

1.11. 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.

27. CHILD 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 and controlled by the Contractor to perform any services under the Contract.

30. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed to empower the United Nations to exercise jurisdiction over any person or property of the Contractor, to enter any of 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 WIPO, 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. MODIFICATIONS: No modification in the Contract shall be valid and enforceable against WIPO or the Contractor by a valid written amendment to the Contract signed by the Contractor and WIPO. Only the Procurement and Travel Division of WIPO possesses the authority to agree on behalf of WIPO to any modification of the Contract.

22. 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 undertaking 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 furnished to WIPO thereunder. 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 receipt shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

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 purpose 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 void, invalid or unenforceable, such prohibition, voidness, invalidity or unenforceability shall not affect the validity or enforceability of the rest 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 amicably settled in thirty days after receipt by either Party of a 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 arbitral proceedings shall be English or French. The decisions of the arbitral tribunal shall be based on the terms and conditions of this Contract and its annexes and, where further reference is required, on the general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages and no authority to declare an award in excess of the United States Federal Reserve Bank of New York Secured Overnight Financing Rate (SOFR) then prevailing, and no such interest shall be deemed to constitute a waiver by either Party of any arbitration award rendered as a result of such arbitration as the final adjudication of such a dispute.

27. CHILD 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 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.

29. SEXUAL EXPLOITATION: The Contractor shall take all appropriate measures to prevent any sexual exploitation of any kind by its employees or any other person 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, such as the laws relating to age, shall be considered 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 favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

The United Nations shall not apply the foregoing standard relating to age in any case where 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 eighteen years of age, and in such cases the age of the person less than eighteen years of age shall be determined in accordance with the laws of the country of citizenship of such Contractor’s person or such other person who may be engaged by the Contractor to perform any services under the Contract.