GENERAL CONDITIONS OF CONTRACT
FOR THE PROVISION OF GOODS AND SERVICES

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, sub-contractors of either Party, and each Party shall be solely responsible for all claims arising out of its engagement of such persons or entities.

2. PERFORMANCE: The Contractor shall not transfer, offer for sale, 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 shall, prior to the execution of the Contract, sub-contract to any third party 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 or remedies under the Contract, a contractor’s proposal to subcontract to a third party if, in WIPO’s 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 such goods as having been purchased. The risk of loss or damage to the goods remains with the Contractor until it has been accepted by WIPO in writing.

5. ACQUISITION OF SERVICES: To the extent that the Contract involves the provision of services, the following shall apply: RESPONSIBILITY FOR PERSONNEL: The Contractor shall supervise and be responsible for the performance of the work by its employees, agents, servants, representatives and sub-contractors (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 liable for all professional obligations for any action, omission, negligence or misconduct of the Contractor’s Personnel. The Contractor shall be responsible for any costs or claims associated with any injury, death, or disability of the Contractor’s Personnel. The Contractor shall ensure that its Personnel, engaged in connection with this Contract are adequately covered by insurance for any service related illness, injury, death or disability. WIPO accepts no responsibility for providing any corresponding insurance coverage.

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 or by its personnel, and to request that services be re-performed or revised if necessary. Any services performed by the Contractor that fail to conform to the requirements of this Contract, or that are accepted by WIPO may be rejected by WIPO without prejudice to any of WIPO’s other rights and remedies under the Contract. If any services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to any of WIPO’s other rights and remedies under the Contract, (i) WIPO may reject the services performed by the Contractor; or, (ii) the Contractor shall perform such services in a manner that will comply with the requirements of the Contract, at the Contractor’s expense, and the Contractor shall promptly and at its own expense, at the option of WIPO: (i) provide a refund upon return of the goods; or, (ii) repair the goods in a manner that will enable the goods to conform to the specifications or other requirements of the Contract. Notwithstanding any other rights of, or remedies available to WIPO, WIPO’s rights to use, disclose, and otherwise deal with the Confidential Information shall not be lost, impaired, or reduced by any rejection of, or refusal to accept, any services performed by the Contractor under this Contract. In the event that WIPO reasonably determines that the improper performance cannot be remedied by any of the foregoing actions, WIPO may give notice of termination of this Contract.

REJECTION OF SERVICES: If any services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to any of WIPO’s other rights and remedies under the Contract, the Contractor shall perform such services in a manner that will enable the goods to conform to the specifications or other requirements of the Contract, at the Contractor’s expense, and the Contractor shall promptly and at its own expense, at the option of WIPO: (i) provide a refund upon return of the goods; or, (ii) repair the goods in a manner that will enable the goods to conform to the specifications or other requirements of the Contract. Notwithstanding any other rights of, or remedies available to WIPO, WIPO’s rights to use, disclose, and otherwise deal with the Confidential Information shall not be lost, impaired, or reduced by any rejection of, or refusal to accept, any services performed by the Contractor under this Contract. In the event that WIPO reasonably determines that the improper performance cannot be remedied by any of the foregoing actions, WIPO may give notice of termination of this Contract.

6. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, there shall be no limitation on the Contractor’s rights to purchase goods and 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 data, knowledge, know-how, works and ideas, that is disclosed to the Contractor or its Personnel, shall by documents or otherwise, in a manner that is not accessible to persons or entities other than the Contractor or its Personnel, be treated as confidential, whether directly or indirectly, or that the Contractor learns about, discovers, develops or creates in connection with the goods sold or services provided to WIPO (“Confidential Information”) shall remain the property of WIPO. The Contractor shall not disclose the Confidential Information, or any portion thereof, without WIPO’s prior written consent, except with the prior written consent of WIPO. The Contractor shall not disclose the Confidential Information: (i) to any third party with whom WIPO’s prior written consent has not been obtained; or (ii) in any manner that would not enable the goods to conform to the specifications or other requirements of the Contract. The Contractor shall not disclose the Confidential Information: (i) to another person with WIPO’s prior written consent; or (ii) to the Contractor’s employees, representatives and agents who have no need to know the Confidential Information for purposes of performing the Contractor’s obligations towards WIPO, who have been advised of the Contractor’s obligations with respect to the Confidential Information, and with whom the Contractor has signed a written confidentiality agreement in a form acceptable to WIPO. All reproductions or drafts of Confidential Information, all communications to third parties with respect to Confidential 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 and destroyed upon expiration or termination of the contract, or at any time upon request, unless WIPO expressly instructs otherwise.

CONFIDENTIALITY, USE OF THE NAME OR EMBLEM OF WIPO: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage that the Contractor has a contractual relationship with WIPO and use the name or emblem of WIPO without the prior written permission of WIPO.

10. TAX EXEMPTION: DIRECT TAXES AND CUSTOMS RESTRICTIONS, DUTIES, AND CHARGES: In accordance with Article III, Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies of 1947, and Article 8 of the General Agreement on Tariffs and Trade, the Council of the WIPO in 1970, WIPO is exempt, in the signatory countries, from direct taxes, under the exclusion of charges for public utility services, and from customs restrictions, duties, and
charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of WIPO from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with WIPO to determine a mutually acceptable procedure. The Contractor shall not be responsible for any 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 incur such taxes, duties or charges. In the event WIPO requires any change in WIPO’s payment procedures or structure with respect to taxes, duties or charges, the Contractor shall, at WIPO’s request, reimburse WIPO for the additional amount paid on account of such change, within sixty days of such request.

10. INDEMNIFICATION: The Contractor shall indemnify and defend WIPO, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses, liabilities, expenses and costs, including but not limited to attorney’s fees and costs, arising out of or related to the performance of the Contract, including liability arising out of or in connection with the Contractor’s performance under the Contract, and all claims, including claims for death and bodily injury, arising from the Contractor’s performance under the Contract, of transportation vehicles.

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 directly or indirectly employed by the Contractor or its subcontractors in the performance of the Contract, which give rise to legal liability to someone not a party to the Contract.

12. INDEMNIFICATION FOR THIRD-PARTY CLAIMS: The Contractor shall indemnify and defend WIPO, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses, liabilities, expenses and costs, including but not limited to attorney’s fees and costs, arising out of (i) allegations or claims that the possession of or use by WIPO of a patented, copyrighted, trademarked or otherwise protected product or service is or was an infringement of a patent, copyright, trademark, or other intellectual property right of any third party; or (ii) any actions or omissions of the Contractor, or of a subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which results in 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, and for a reasonable post-Contract period thereafter, insurance coverage reasonably adequate to cover all losses (i) arising in respect of its property and the equipment used for the performance of the Contract; (ii) arising from any personal injury, death, or damage to property, or (iii) arising in respect of any legal liability of the Contractor or the Contractor’s personnel, agents, invitees, subcontractors, or the use, during the performance of the Contract, of transportation vehicles. WIPO shall reserve the right, upon written notice to the Contractor, to obtain copies of the insurance policies and evidence of the adequacy of such insurance coverage.

14. OTHER AUTHORIZATIONS: The Contractor shall permit WIPO to conduct any audits to have been paid other than in accordance with the terms of the Contract. The Contractor shall, upon WIPO’s request, immediately inform WIPO of the occurrence of any of such an event. Except as prohibited by law, the Contractor shall compensate WIPO for all damages and costs as a result of such events.

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 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, of transportation vehicles.

18. INDEMNITY: The Contractor shall comply with all laws, ordinances, rules, and regulations governing 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 ending of the Contract. WIPO shall be entitled to a refund from the Contractor for amounts shown by the post-payment audit 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 assistance to WIPO in the course of such investigations, including but not limited to, access 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 the Contract, to apply such amounts against any indebtedness or other claim owed by the Contractor to WIPO hereunder or under any other agreement between the Parties.

21. TERMINATION: The termination in the Contract shall be valid and enforceable against WIPO unless provided by a valid written amendment to the Contract signed by the Contractor and WIPO. Only the Procurement and Travel Divisions of WIPO possess the authority to agree on behalf of WIPO to any modification of the Contract.

22. FORCE MAJEURE: Neither Party shall be liable to the other Party for failure to perform its respective obligations, if such failure is a result of an unforeseeable and irresistible event beyond its control, such as war, terrorism, 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 notice of seven days.

23. TERMINATION: TERMINATION FOR CAUSE: 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 conduct of the other Party that a time limit would serve no purpose; (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.

To effect a TERMINATION FOR CONVENIENCE: WIPO may terminate the Contract, in whole or in part, 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 the occurrence of any such event. Except 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 mini- mum; (ii) deliver all documents and 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 requirements of the Contract, and in case of a breach of contract by the Contractor, less an adjustment to reflect any diminution 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. LIEN OR OTHER RIGHTS TO REMEDIES: In the event of a 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 that the Party may have hereunder or hereafter, 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 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 to either Party to arbitrate 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 final and binding, 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 award interest in excess of the United States Federal Reserve Bank of New York Secured Overnight Financing Rate (SOFR) 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 in 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 be harmful to the child’s health or physical, mental, 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 extraction, sale or mining of materials or personnel minerals or components utilized in the manufacture of personnel minerals.

29. SEXUAL EXPLOITATION: The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other person engaged by the Contractor or controlled by the Contractor 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 or abuse of such person. In addition to 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 exploiting any money, goods, services or other remuneration or benefit of any kind of value, for sexual exploitation or abuse, or from engaging any sexual activities that are exploitative or degrading to any person.

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 citizenship of such person or, where the relevant jurisdiction does not recognize marriage, the 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.