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, of partnership or agency, or any similar arrangement. If the Contractor engages its own personnel, or sub-contractors 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 its engagement of such persons or entities.

2. CONFIDENTIALITY: The Contractor agrees to (i) use the Confidential Information only in connection with the performance of the obligations towards WIPO, (ii) to the Contractor's employees, representatives and agents who have a need to know the Confidential Information for purposes of performing the Contractor's obligations towards WIPO, (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, without any obligation of confidentiality; (ii) is or becomes publicly available through authorized disclosure by WIPO and without any restrictions or use disclosure or release; or, (iii) is approved for release by written authorization of WIPO. All information, including personal data and other material in the possession of the Contractor shall be and remain the property of WIPO. The Contractor acknowledges and agrees that such products and other materials constitute "work made for hire" for WIPO.

3. NON-DISCLOSURE: Confidential Information shall be held in confidence by the Contractor in accordance with this article. Confidential Information shall not include any information for which the Contractor can establish that it (i) was generally known to the public prior to the Contractor's receipt thereof; (ii) is or becomes publicly known and made generally available in any manner without the Contractor's prior breach of its obligations under this Contract; or (iii) is approved for release by WIPO by written authorization of WIPO.

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. If it accepts and pays for the goods or any part thereof, WIPO shall not be depered in its own acceptance of the goods by WIPO. REJECTION OF GOODS: Notwithstanding any other rights or remedies available to WIPO, in case any of the goods are defective or otherwise do not conform to the requirements hereof, WIPO may reject the goods, and the Contractor shall promptly and at its own expense, at the option of WIPO (i) provide a refund upon return of the goods by WIPO, or (ii) repair the goods in a manner that would enable them to conform with the requirements hereof, or (iii) replace the goods with goods of equal or better quality, and, (iv) pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to WIPO. WARRANTIES: The Contractor warrants and represents that: (i) the goods, including all packing thereof, conform to the quality, quantity, description and other specifications agreed to by the双方 in writing or contained in the Contract, and shall be free from defects and defects in design, material, manufacturer and workmanship; (ii) if the Contractor provides the services, not less than the highest professional standards expected from professionals providing similar services in a similar industry.

5. ACCEPTANCE OF SERVICES: To the extent that the Contractor involves the acquisition of services, the following shall apply: RESPONSIBILITY FOR PERSONNEL: The Contractor shall supervise and be responsible for all services performed by its personnel, representatives and sub-contractors ("Personal Data") and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel personnel are qualified to perform the services, are capable, 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 violation of this Article relating to or resulting from the Contractor's engagement of Personnel such as, without limitation, the breach of any agreement, contract, or other documents which the Contractor is unable to remedy the improper performance in a timely manner, WIPO may obtain the assistance of other entities or persons and have corrective measures taken by others in connection with the services rendered by 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. ASSIGNMENT AND SUBCONTRACTING: All intellectual property and other proprietary rights, including, patents, copyrights, and trademarks, and other material which the Contractor has developed under the Contract shall be the sole property of WIPO. The Contractor shall be solely responsible for all services and obligations performed by the subcontractors. The terms of this Contract will govern the relationships between the Parties.

8. INTELLECTUAL PROPERTY: In the event that the Contractor requires the services of subcontractors, the terms of this Contract will govern the relationships between the Parties.

9. INTELLECTUAL PROPERTY: In the event that the Contractor requires the services of subcontractors, the terms of this Contract will govern the relationships between the Parties.

10. TAX EXEMPTION: DIRECT TAXES AND CUSTOMS RESTRICTIONS, DUTIES, AND CHARGES: In accordance with Article III, Section 9 of the Convention on the Mutual Recognition of Products, the parties agree to the application of the Federal Council and WIPO of 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 in the signatory countries, provided that the Contract is in accordance with the Federal Council and WIPO of 1970. The Contractor shall be required to state its participation in any Governmental entity that would refuse to recognize the exemptions of WIPO from such taxes, restrictions, duties, or charges, or make any such determination in a mutually acceptable procedure. The Contractor shall be required to state its participation in any Governmental entity that would refuse to recognize the exemptions of WIPO from such taxes, restrictions, duties, or charges, or make any such determination in a mutually acceptable procedure. The Contractor shall be required to state its participation in any Governmental entity that would refuse to recognize the exemptions of WIPO from such taxes, restrictions, duties, or charges, or make any such determination in a mutually acceptable procedure. The Contractor shall be required to state its participation in any Governmental entity that would refuse to recognize the exemptions of WIPO from such taxes, restrictions, duties, or charges, or make any such determination in a mutually acceptable procedure.
11. GENERAL LIABILITY: The Contractor shall pay WIPO promptly for all loss or damage to any property for which WIPO may become due for work done or against goods supplied or materials furnished under the Contract.

12. LIENS AND ENCUMBRANCES: ENCUMBRANCES AND LIENS: The Contractor shall be responsible for obtaining, at its own cost, all licenses (including export licenses), permits and other authorizations required by governmental or other authorities necessary for the performance of the Contract. The Contractor shall not cause or permit any lien to arise against any property or the individual or corporate property of WIPO in respect of its property and the equipment used for the performance of the Contract, including liability arising out of or in connection with the acts or omissions of the Contractor’s personnel, agents, invitees, subcontractors, or the use, during the performance of the Contract, of any equipment, fixture, or installation erected by or on behalf of the Contractor, or that is property owned or leased by the Contractor. The Contractor shall promptly notify 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.

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 its property 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 the claims for injury, death and disability, or other benefits required to be paid by law 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 liability arising from or in connection with the Contractor’s performance of the Contract, including liability arising out of or in connection with the acts or omissions of the Contractor’s personnel, agents, invitees, subcontractors, or the use, during the performance of the Contract, of any equipment, fixture, or installation erected by or on behalf of the Contractor, or that is property owned or leased by the Contractor, or that is property, real or personal, owned or leased by or under the direct control of the Contractor, or that is property owned or leased by or under the direct control of any person or entity acting on behalf of or with the direct consent of the Contractor.

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

15. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien to arise against any property or the individual or corporate property of WIPO in respect of its property and the equipment used for the performance of the Contract, including liability arising out of or in connection with the acts or omissions of the Contractor’s personnel, agents, invitees, subcontractors, or the use, during the performance of the Contract, of any equipment, fixture, or installation erected by or on behalf of the Contractor, or that is property owned or leased by the Contractor.

16. SOURCE OF INSTRUCTIONS: The Contractor shall neither work nor accept instruction from any authority external to WIPO in connection with the performance of the Contract, or that is property owned or leased by or under the direct control of the Contractor, or that is property, real or personal, owned or leased by or under the direct control of any person or entity acting on behalf of or with the direct consent of the Contractor.

17. RIGHTS NOT TO BEEN FORFEITED: 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 for the Contractor.

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. If, under the UN or WIPO vendor registration process, the UN Supplier Code of Conduct or the Swiss tax authorities, WIPO may terminate the Contract 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 have been required to be furnished to WIPO. Where the Contractor shall have the right to perform the Contract 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 such terms by the Contractor, less an adjustment to reflect any diminution of value of the work, or, the damage caused to WIPO by such breach.

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

20. CONTRACT ASSIGNMENTS AND APPORTIONMENT OF RISKS: 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 Offered Rate (LIBOR) then prevailing, and any such award shall be subject to a simple interest rate. If the arbitrator renders an award as a result of such arbitration as the final adjudication of such a dispute.

21. CHILD LABOR: 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 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.

22. 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.

23. SEXUAL EXPLOITATION: The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. The Contractor shall not permit, permit, or under any circumstances, sexual activity with any person less than eighteen years of age, with WIPO or WIPO personnel, or under any circumstances, 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 steps to prevent any sexual activity with any person 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 exploitative or degrading to any person.

24. NON-MARKETING: No modification in the Contract shall be valid and enforceable unless provided by a valid written amendment to the Contract signed by an authorized representative of the Contractor.

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

26. 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.

VALUE ADDED TAX: WIPO is exempt under Article 8 of the Headquarters Agreement between the Swiss Federal Council and WIPO of 1970 from the payment of VAT on acquisitions destined for official use and for services received in an official capacity, contracted for and paid for by the Contractor (excluding services provided by WIPO). Upon request, WIPO will provide documentation for an application to the Swiss authorities for an exemption from VAT for the Contractor.