8. INTELLECTUAL PROPERTY: All intellectual property and other proprietary rights, including patents, copyrights, industrial designs and trademarks, with respect to any services or deliverables, documents and other materials constitute "works made for hire" for WIPO. Any information, including data, knowledge, know-how, works and ideas, that is disclosed to the Contractor orally, visually, by document, electronic mail, computer disk or in any other manner, whether directly or indirectly, or that the Contractor learns of by any other means, for services or deliverables, documents and other materials, or work performed for WIPO ("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 previously known by the Contractor at the time of disclosure by WIPO, and the Contractor taken steps or proposed to take to prevent disclosure; (ii) is or becomes publicly available without breach of Confidentiality; or (iii) is or becomes publicly available through authorized disclosure by WIPO and without any restrictions on use and disclosure; or, (iii) is approved for release by written authorization of WIPO. CONFIDENTIALITY OBLIGATIONS: The Contractor agrees to (i) use the Confidential Information only in connection with the performance of the obligations towards WIPO, 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 notify WIPO in the event of any unauthorized use, copying, disclosure or other security incident regarding the Confidential Information. The Contractor may disclose the Confidential Information (i) to another person with WIPO's prior written consent; (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 under this Contract; and (iii) to persons 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 content at least as protective as the provisions of this Section. No copies of any derivative work, or any new work, incorporating substantial portions of the Confidential Information and made for purposes of performing the Contractor's obligations towards WIPO, except as may otherwise be authorized by WIPO in writing, shall be made. The Contractor shall perform his or her obligations 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. 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, either directly or by subcontractors. The Contractor shall maintain the necessary insurance, including, but not limited to: Workmen's Compensation Insurance; Public Liability Insurance; third-party liability; Employers' Liability; fidelity bond; Professional Indemnity Insurance; and appropriate coverage against costs of defence against any claims in respect of third party injuries and damage to property. The Contractor shall not assign, delegate, 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. The Contractor shall not solicit or accept gifts, honors, favors and/or other benefits from sources external to or within WIPO that may bring into question his/her independence, impartiality, integrity and objectivity, unless the acceptance of such gifts, honors, favors and/or other benefits is pursuant to applicable policies and regulations. Contractors working on WIPO premises are required to adhere to the same standards of conduct as if they applied to international civil servants. WIPO reserves the right to issue corresponding guidelines. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under this Contract. The Contractor shall not assign, delegate, 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. SUBCONTRACTING: 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 the proposed subcontractor and to reject, without affecting any of 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 responsible for all services and obligations of the subcontractor. The terms of a subcontract shall conform with the provisions of this Contract. PERFORMANCE OF SERVICES: GENERAL: The Contractor and his/her 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. 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, either directly or by subcontractors. The Contractor shall maintain the necessary insurance, including, but not limited to: Workmen’s Compensation Insurance; Public Liability Insurance; third-party liability; Employers’ Liability; fidelity bond; Professional Indemnity Insurance; and appropriate coverage against costs of defence against any claims in respect of third party injuries and damage to property. ACCEPTANCE OF SERVICES: WIPO reserves the right to review and inspect all services performed by the Contractor at all reasonable places and times. Payments effected by WIPO to the Contractor shall not relieve the Contractor of his or her obligations under this Contract and shall not be deemed to be acceptance by WIPO of the Contractor’s performance. REJECTION OF SERVICES: If any services performed by the Contractor do not conform to the requirements of this Contract, without WIPO’s prior written approval, and may only be rejected for the same reasons as given in the previous section. WIPO determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, WIPO may request the Contractor to take, and the Contractor shall take, at no cost or expense to WIPO, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed services within a reasonable time specified by WIPO; (ii) if the Contractor does not promptly take corrective measures or if WIPO reasonably determines that 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. PAYMENT FOR SERVICES: Payment shall only be made for tasks or deliverables that have been accepted by WIPO. WIPO will make payment within 30 days of receipt of invoice by WIPO, and, after receiving an invoice from the Contractor, whichever is later. Payment by WIPO shall only be made upon the presentation of an invoice. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, there shall be no limitation for WIPO to obtain services of the same kind as described in the Contract from another source.
WIPO. The exact terms of this insurance coverage shall be made available to the Contractor upon request. In the event of the death, injury or illness of the Contractor that is attributable to the performance of services on behalf of WIPO under the terms of the Contract, the Contractor or his or her beneficiaries shall be entitled to compensation equivalent to that provided under the insurance policy.

14. MEDICAL CLEARANCE: The Contractor represents that and is fully responsible for ensuring that he or she is medically fit to undertake the work given by WIPO and that he or she is fit to travel to any designated areas. If required, the Contractor has to be able to make available to WIPO a statement of good health from a recognized physician, including confirmation that he or she has been fully informed regarding inoculations required for the countries to which he or she is to be sent.

15. WORKING HOURS; ABSENCES: Time/rate contracts are on the basis of 21.66 workdays in a month, 5 workdays a week and 8 working hours a day. The Contractor has no entitlement to vacation or sick leave, except for official WPO holidays. All work will be deducted from the consultant's payment on a pro-rated basis.

16. PUBLICATION OF CONTRACTOR INFORMATION: The Member States of WIPO have requested the Secretariat to publish information about certain categories of third-party contractors hired by WIPO, the Original material, or any other work that facilitates the availability of expertise relating to Intellectual Property. Should this Contract fall within one of these categories, the following information about the Contractor may be made available publicly: name, title, nationality, area of expertise, and the period during which the Contractor is to be engaged. Should this Contract fall within any other category, the Contractor is requested to notify WIPO, and the information will not be included in the database.

17. TAXATION: TAXES OF THE CONTRACTOR: WIPO shall have no liability for any taxes levied on the Contractor or any of the amounts paid to the Contractor under this Contract. The Contractor is solely responsible for (i) obtaining any necessary information about, and (ii) meeting, any taxation and social security obligations that may arise directly or indirectly in relation to this Contract, whether in the Contractor's home country or elsewhere.

18. TAX EXEMPTION OF WIPO FOR 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 Headquarter Agreement between the Swiss 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 of a similar nature in respect of articles imported or exported by WIPO or for export or import used by it.

19. MODIFICATIONS: No modification in the Contract shall be made, except as directed otherwise by WIPO or in writing, by any Party, or otherwise, unless the modification is agreed to in writing by both Parties.

20. arbitrary or enforceable against WIPO unless provided by a valid written amendment to the Contract signed by the Contractor and WIPO.

21. FORCE MAJEURE: Neither Party will be liable to the other Party for failure to perform its respective obligations, if such failure is the result of an unforeseeable and irresistible act of nature, any act of war, invasion, revolution, insurrection, civil war, 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 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, 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.

TERMINATION FOR CONVENIENCE: Either Party may terminate the Contract, in whole or in part, without having to provide any justification therefor and in writing. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

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 and destroy or return to the Contractor, at the Contractor's expense, the originals of or use by WIPO of a patented device, copyrighted material, or any other work that facilitates the availability of expertise relating to Intellectual Property. Should this Contract fall within any other category, the Contractor is requested to notify WIPO, and the information will not be included in the database.

23. PUBLICATION OF CONTRACTOR INFORMATION: The Member States of WIPO have requested the Secretariat to publish information about certain categories of third-party contractors hired by WIPO, the Original material, or any other work that facilitates the availability of expertise relating to Intellectual Property. Should this Contract fall within one of these categories, the following information about the Contractor may be made available publicly: name, title, nationality, area of expertise, and the period during which the Contractor is to be engaged. Should this Contract fall within any other category, the Contractor is requested to notify WIPO, and the information will not be included in the database.

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 prohibited or 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 settle 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 in force on the date of receipt of such request; and, if the dispute is determined by the arbitral tribunal, the decisions of the arbitral tribunal shall be based on the terms and conditions of this Contract and its annexes (if any) and, where further reference is required, to 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 of such a dispute.

27. CHILDLABOR: The Contractor represents and warrants that he or she is not 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, from 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 he or she is not engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

29. 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.