

GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF INDIVIDUAL CONTRACTOR 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, or subcontractors 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. STANDARDS OF CONDUCT: The Contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of WIPO and refrain from any conduct that would adversely reflect on WIPO. 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 shall perform them with the fullest regard to the interests of WIPO. The Contractor warrants that he or she 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 any other contract with WIPO or the award thereof or for any other purpose intended to gain an advantage for the Contractor. 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 expected to adhere to the same standards of conduct that apply 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 the Contract.

3. ASSIGNMENT: 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.

4. 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 subcontractors 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 solely responsible for all services and obligations performed by the subcontractors. The terms of a subcontract shall conform with the provisions of this Contract.

5. 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, except where WIPO, at its sole option, considers that, for reasons such as confidentiality, IT security or location of the assignment, it should provide such equipment and/or secure connections to its workspace as may be necessary for the term of the Contract. The Contractor shall be responsible for (i) notifying WIPO of any loss/ damage to equipment provided by WIPO; and (ii) returning the equipment to WIPO at the end of the assignment in the same condition as it was when received, subject to fair wear and tear. Access to WIPO's IT network shall be subject to the Contractor's participating in any required IT security training and their acceptance of WIPO's Acceptable Use Policy.

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 prejudice to any of WIPO's other rights and remedies, WIPO shall have the following options: (i) if 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.

6. 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 the acceptance of the tasks or deliverables by WIPO, and of receiving an invoice from the Contractor, whichever is later. Payment by WIPO shall only be made upon the presentation of an invoice.

7. 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.

8. 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, documents and other materials constitute 'works made for hire' for WIPO.

9. CONFIDENTIALITY: CONFIDENTIAL INFORMATION: All information, including data, knowledge, know-how, works and ideas, that is disclosed to the Contractor orally, visually, by document, electronic mail, computer disks or in any other manner, whether directly or indirectly, or that the Contractor learns about, discovers, develops or creates in connection with services provided to 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, without any obligation of confidentiality; (ii) 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, access, 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 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 content at least as protective as the provisions of this Contract prior to any disclosure of Confidential Information; 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 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.

TERM: These confidentiality provisions shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Contractor.

9bis PERSONAL DATA: "Personal Data" means any information relating to an individual who can be identified from that information, in particular by reference to biographical data such as name, date and place of birth.

Personal Data: (i) may not be used for any purpose not contemplated in the Contract, and may only be used according to the instructions of the Party providing it; and (ii) any Personal Data provided by WIPO to the Contractor shall be returned to WIPO and destroyed upon expiration or termination of the Contract or at any time upon request, unless WIPO expressly instructs otherwise. In the event of accidental or unlawful destruction, loss, alteration, theft, unauthorized disclosure of, or access to, personal data ("breach"), the breach should be immediately reported by the relevant Party to the other Party, together with an indication of the nature of the breach, its likely consequences and the measures taken, or proposed to be taken, to address the breach.

10. PUBLICITY, 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 written permission of WIPO.

11. OFFICIAL TRAVEL: If the Contractor is required by WIPO to travel in connection with the assignment, such travel shall be at the expense of WIPO in accordance with WIPO travel rules. Tickets shall be purchased by WIPO, and travel by air shall be in economy class. The Contractor may, on an exceptional basis and after approval by WIPO, purchase tickets himself or herself and be reimbursed by WIPO in accordance with WIPO travel rules. WIPO will inform the Contractor of the maximum amount that it will reimburse. Reimbursement will be made upon presentation of the ticket. No reimbursement can be made for a ticket issued against free mile allocations.

12. VISAS, LEGITIMATION CARD AND WIPO SECURITY BADGE: The Contractor shall be responsible for (i) determining whether an entry visa may be necessary; and (ii) obtaining any such visa prior to commencing the provision of the Services under this Contract. For Contractors who are contracted to perform all or part of the Services in Geneva, upon arrival in Switzerland WIPO will take the necessary steps to request the issuance of a Swiss legitimation card, which will serve as a residence permit in Switzerland for the duration of the Contractor's function, and/or issue a WIPO security badge, should such be required for the performance of the services of the Contractor at WIPO headquarters in Switzerland. Any such issued legitimation card and/or security badge must be returned upon completion of the Contract with WIPO.

13. SERVICE INCURRED ACCIDENTS OR ILLNESS; INSURANCE: Compensation for death, injury or medical costs arising from an accident or illness attributable to the performance of official duties will be commercially insured by

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 requested, 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 may travel for his or her assignment.

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 WIPO holidays. Absences from 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 individual contractors hired by the Organization on its website to facilitate 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, working languages, description of the assignment with the Organization. If the Contractor wishes not to make this information public, the Contractor can notify WIPO, and the information will not be included in the database.

17. TAXATION: TAXES OF THE CONTRACTOR: WIPO shall have no liability for taxes, duties or other similar charges payable by the Contractor in respect of 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.

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 Headquarters 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 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.

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, costing at least CHF 100 per invoice (including VAT) and provided in Switzerland. Upon request, WIPO will provide documentation for an application to the Swiss tax authorities for an exemption from VAT at the source.

18. 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 else directly or indirectly employed by the Contractor or its subcontractors in the performance of the Contract.

19. 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 and liability brought by a third party against WIPO, including litigation costs, attorney's fees, settlement payments and damages, arising from (i) allegations or claims that the possession of or use by WIPO of a patented device, copyrighted material, or any other goods, property or services provided or licensed to WIPO under the terms of the Contract constitutes an infringement of a patent, copyright, trademark, or other intellectual property right of any third party; or, (ii) any acts or omissions of the Contractor, or of a subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to someone not a party to the Contract.

20. SET-OFF: WIPO shall have the right, upon any amounts becoming due and payable under this Contract to the Contractor, 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 unless provided by a valid written amendment to the Contract signed by the Contractor and WIPO.

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

TERMINATION FOR CONVENIENCE: Either Party may terminate the Contract, in whole or in part, without having to provide any justification therefor by giving written notice to the other Party. 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 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 services provided 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. 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 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 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 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. CHILD LABOR: 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, 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.