

Note:

The agreement between the Contractor and WIPO for the provision of the Services will be based on WIPO's General Conditions of Contract, which will be incorporated into the final contract, and this Draft Contract. WIPO reserves the right to amend or modify this Draft Contract at any time during the procurement process.

CONTRACT NO. CCIS_CMD/2021/776/RFP

between

THE WORLD INTELLECTUAL PROPERTY ORGANIZATION

and

[NAME OF CONTRACTOR]

for the provision of a [program management team] [content delivery team]

This Contract is entered into between the World Intellectual Property Organization, an intergovernmental organization having its Headquarters at 34, chemin des Colombettes, 1211 Geneva, Switzerland ("WIPO") and [name of Contractor], a corporation organized under the laws of [jurisdiction], and having its principal office at [address] (the "Contractor"). WIPO and the Contractor are collectively referred to herein as the "Parties", and each individually as a "Party".

Whereas, WIPO and the Music Rights Awareness Foundation have created the Consortium called 'WIPO for Creators';

And whereas, the Consortium has authorized WIPO to contract for these services on its behalf.

The Parties hereby agree as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

1.1. This document, together with the Annexes attached hereto and referred to below, all of which are incorporated herein, constitute the entire contract between WIPO and the Contractor for the provision of a [program management team] [content delivery team] (the "Contract"):

Annex A: WIPO General Conditions of Contract for the Provision of Goods and Services (the "General Conditions").

Annex B: Terms of Reference

Annex C: [Extracts from the Contractor's bidding document and any documents supplementing it.]

[Annex D:] [other Annexes]

1.2. The documents comprising this Contract are complementary of one another, but in case of discrepancies between them, the following order of priority shall apply:

First, this document
Second, Annex A
Third, Annex B
Fourth, Annex C
[Fifth, Annex D]
[other Annexes]

1.3. This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof. It supersedes all prior representations, contracts and proposals, whether written or oral, by and between the Parties on this subject.

ARTICLE 2 TERM OF CONTRACT

2.1. This Contract shall take effect on the date both Parties have signed this Contract, or if the Parties have signed it on different dates, the date of the latest signature (the "Effective Date").

2.2. This Contract shall remain in effect for a period of [time] from the Effective Date, unless earlier terminated in accordance with the terms of this Contract (the "Initial Term"). WIPO may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for up to [number] additional period[s] of up to [time period] each (the "Extended Term"). WIPO shall provide a written notice of its intention to do so at least 30 days prior to the expiration of the running term.

2.3. In addition, subject to the mutual consent of the Parties, this Contract may be extended (under the same terms and conditions as set forth herein) for up to an additional 2 years. WIPO shall provide the Contractor a written notice of its intention to further extend the Contract at least 30 days prior to the expiration of the latest term of the Contract.

ARTICLE 3 RESPONSIBILITIES OF THE CONTRACTOR

3.1. The Contractor shall perform for WIPO the services as described in the Terms of Reference (the "Services"). The Contractor shall perform the Services only upon issuance by WIPO of duly executed Purchase Orders (as defined below) in accordance with the requirements set forth in this Contract and such Purchase Order.

3.2. The Contractor shall perform the Services using the personnel listed in Annex [Annex].

3.3. The performance of the Contract will be monitored for compliance with the key performance indicators as detailed in the Terms of Reference.

3.4. Any work outside the agreed scope of the Services shall be considered a modification of the Contract, and must be agreed upon by a written amendment to this contract.

ARTICLE 4 PURCHASE ORDERS

4.1. WIPO shall issue to the Contractor orders setting out the Services required and other instructions for the performance of Services (each, a "Purchase Order"). No Purchase Order shall be valid unless authorized and signed by a WIPO official. Each Purchase Order shall, at a minimum, make reference to this Contract, and indicate the type of Services ordered, the applicable fees, schedule for performance, and other relevant details]. The Purchase Orders shall be transmitted to the Contractor by email.

4.2. All Purchase Orders issued by WIPO pursuant to this Contract, and all Services performed by the Contractor pursuant to such Purchase Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Purchase Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of a Purchase Order, including any document annexed thereto, and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.

4.3. The Contractor shall promptly acknowledge receipt of each Purchase Order, and the date of its receipt, by replying to the email from WIPO containing the Purchase Order. Any failure by the Contractor to provide such acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.

4.4. The Contractor shall accept changes to or cancellations of Purchase Orders by WIPO without penalty or charge, provided WIPO gives written notice of such change or cancellation not later than [number] days following issuance of the Purchase Order.

4.5. WIPO shall have no obligation to purchase minimum quantities of services from the Contractor, nor to obtain the range of Services detailed in the Terms of Reference at Annex B, and WIPO shall have no limitation on its right to obtain services of the same kind, quality and quantity described in the Contract, from any other source.

ARTICLE 5 KEY PERSONNEL

5.1. Contractor's employees or agents specifically identified in the Contractor's Proposal will be considered as Key Personnel for the performance of the Agreement. Without prejudice to other applicable stipulations of the Contract, Key Personnel shall be subject to the terms and conditions specified below.

5.2. A Key Personnel assigned to this Contract shall remain working on the Contract for as long as required by the terms of the present Contract or Purchase Order, subject only to events beyond the control of the Contractor or written agreement with WIPO.

5.3. The Contractor shall guarantee that suitable backup personnel will be available to promptly remedy situations of Key Personnel non-availability that may endanger the performance of the Services set in the Contract.

5.4. If, during the duration of this Contract, WIPO is dissatisfied with the performance of either the Key Personnel or any of the Contractor's personnel providing the Services, it shall notify the Contractor in writing of its dissatisfaction and the Parties agree upon the most appropriate steps to be taken in respect of the Personnel to resolve WIPO's dissatisfaction. Where agreement on the most appropriate steps to be taken is not found within a reasonable period, or the parties agree that the Personnel should be replaced, the Parties shall agree upon the date by which a replacement Personnel of equivalent experience and skills shall be provided by the Contractor. If the Contractor is unable to propose a suitable replacement Personnel of equivalent experience and skill to the satisfaction of WIPO, WIPO may, at its sole option, elect to terminate the Purchase Order pursuant to which the Personnel was provided.

5.5. .

5.6. In case of change to the Key Personnel, the Contractor shall propose substitutions with equivalent/higher qualifications within 2 weeks without raising the price of the Services. If a knowledge transfer is necessary, the extra costs for the overlapping period and potential delay to the delivery shall be borne by the Contractor, unless otherwise agreed by WIPO. In the case of change to the Key Personnel, WIPO shall bear no liability for any increase in overall cost to the Services, including those linked with delay.

5.7. In proposing Key Personnel, the Contractor shall be responsible for verifying the education and experience claimed in his/her curriculum vitae, as well as his/her ability to perform

the assigned tasks. In addition, the Contractor shall be responsible for notifying WIPO if the person proposed for consideration by WIPO has a criminal record (un casier judiciaire).

5.8. WIPO reserves the right to accept or reject persons proposed by the Contractor as replacement Personnel. In the event that none or some of the individuals proposed by the Contractor are considered suitable by WIPO, WIPO reserves the right to obtain the Services through alternative means, which may include but not be limited to contracting from another source.

ARTICLE 6 SUBCONTRACTORS

6.1. In respect of Article 3 of Annex A (General Conditions of Contract), WIPO accepts and agrees that the Contractor may use the services of [subcontractor] to perform [all/some of] the Services under this Contract. In so doing, the Contractor shall ensure that the terms of the sub-contract with [subcontractor] conforms with the terms of this Contract, and shall ensure that [subcontractor] provides the Services in full compliance with the terms of this Contract. Notwithstanding WIPO's agreement to the use of [subcontractor] as sub-contractor, the Contractor shall be solely responsible all services and obligations performed by [subcontractor]

ARTICLE 7 INTELLECTUAL PROPERTY

7.1. All intellectual property developed under this Contract shall remain the exclusive property of WIPO for Creators, as determined in accordance with its rules. Article 7 of WIPO's General Conditions of Contract at Annex A shall apply, except that any reference to WIPO shall be read as a reference to WIPO for Creators.

ARTICLE 8 FEES; PAYMENT

8.1. In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, WIPO shall pay the Contractor in accordance with the rates or fees set out in Annex C and the relevant Purchase Order.

8.2. Where the fees and rates for particular services are on a time-and-materials basis, a day shall be calculated as eight working hours. Payment may be based on fractions of the daily rate. Payment for daily and hourly billed Services will be made on a monthly basis in accordance with the actual number of hours or days worked in each calendar month, which in turn will be planned and agreed by the Parties in advance, depending on WIPO's requirements.

8.3. Unless the contrary is evidence from the relevant Purchase Order, the fee shall include all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, including, all travel costs, taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

8.4. The fee is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of this Contract.

8.5. Invoices by the Contractor shall include the contract number or purchase order number, and shall be submitted by mail or email to the following address:

World Intellectual Property Organization (WIPO)
Finance Department - Invoices Unit
34, chemin des Colombettes
CH-1211 Geneva 20, Switzerland

Email: groupefactures@wipo.int

8.6. Payments under this Contract shall be made to the Contractor 30 days from receipt of the Contractor's invoice and certification by the WIPO that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless WIPO disputes the invoice or a portion thereof. All payments due to the Contractor under this Contract shall be made by funds transfer to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

Beneficiary Name:	[]
Holder of the bank account (if different) :	[]
IBAN (account number for countries without IBAN) :	[]
Swift code/BIC:	[]
Bank Name:	[]
Bank Address:	[]
Bank Identification (routing/ABA/BLZ/sort code) :	[]

8.7. The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by WIPO in connection with a dispute.

8.8. *[Where payment is to be to a non-Swiss account. Bank fees or charges raised in respect of an international payment shall be on a "Shared" basis, with WIPO responsible for fees or charges that arise between its bank and its correspondent bank (intermediary) if used; and the Contractor responsible for any other fees or charges after that point, such as fees to or by a further intermediary, the beneficiary bank, etc.]*

ARTICLE 9 LEGAL NOTICES

9.1. Except as otherwise specified in this Contract, all legal notices and other formal communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) electronic signature solution with full audit logging, transmitted to the Party for whom such notice or communication is intended, at the address or email address shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

[Name and address of Contractor]

Attn: [name/title]

Email: [address]

If to WIPO:

World Intellectual Property Organization
34, chemin des Colombettes,
1211 Geneva,
Switzerland

Attn: [name/title]

Email: [address]

9.2. Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially

recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by electronic signature solution shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the delivery confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

The Parties have, through their authorized representatives, executed this Contract on the date below written.

FOR [NAME OF CONTRACTOR]

FOR THE WORLD INTELLECTUAL PROPERTY ORGANIZATION

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX A

WIPO General Conditions of Contract for the Provision of Goods and Services

(Attached)

ANNEX B

Terms of Reference

(Attached)

ANNEX C

[Contractor's bidding document and any documents amending, modifying or supplementing it]

(Attached)

[ANNEX D]

[Other documents]

(Attached)