

Contract No. [INSERT NUMBER]

between

the International Atomic Energy Agency

and

[INSERT CONTRACTOR'S NAME]

concerning

**the provision of Provision of Drupal Web Content Management
Services for the IAEA**

This Contract is entered into between the International Atomic Energy Agency (hereinafter referred to as the “IAEA”), an intergovernmental organization established by its Statute, whose address is Vienna International Centre, P.O. Box 100, 1400 Vienna, Austria; and [INSERT CONTRACTOR’S NAME] (hereinafter, including its successors, referred to as the “Contractor”), whose address is [INSERT ADDRESS]. Hereinafter, the IAEA and the Contractor are also referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS the IAEA wishes to procure [INSERT DESCRIPTION OF THE SERVICES AND, IF APPLICABLE, GOODS]; and

WHEREAS the Contractor is willing and able to provide such services [INSERT “and goods” IF APPLICABLE] on the terms and conditions set out herein.

NOW, THEREFORE the Parties hereby agree as follows:

Article 1 Definitions

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in Annex A (“IAEA General Conditions of Contract”) and Annex B (“IAEA Statement of Work”) to this Contract.

Article 2 Scope¹

The Contractor undertakes to provide to the IAEA [INSERT DESCRIPTION OF SERVICES AND, IF APPLICABLE, GOODS], as further described in Annex B (“IAEA Statement of Work”) and Annex C (“Contractor’s Proposal”) (hereinafter referred to as the “Services”).

Article 3 Responsibilities of the Contractor

1. Further to Article 2 (“Responsibility for Employees”) and Article 3 (“Obligations of the Contractor”) of Annex A, the Contractor shall provide the Services described in Annex B (“IAEA Statement of Work”) and Annex C (“Contractor’s Proposal”).
2. The Contractor shall furnish the Services using its skills and judgement of the highest standard and shall cooperate with the IAEA, including IAEA consultants and agents, in best furthering the interests of the IAEA within the scope of this

¹ If the scope of the contract is in connection with a nuclear facility or radioactive material, please consult with OLA to add applicable clauses on nuclear liability.

Contract. The Contractor shall provide efficient business administration and supervision, and perform the Services in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

3. The Contractor shall provide qualified English-speaking personnel as necessary to perform the Services under this Contract. The key persons shall be available for possible tasks related to the Services throughout the duration of the Contract period. Any replacement of the key personnel shall be notified to the IAEA at least four (4) weeks in advance and is subject to prior written approval of the IAEA.

Permits, Notices, Laws and Ordinances

4. The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Services that are obtained upon execution of this Contract and that are legally required at the time the Services are executed.
5. The Contractor shall give all notices required taking into account the nature of the Services.
6. If the Contractor finds that the Services or any part thereof required under this Contract are not in accordance with applicable laws, norm(s), regulation(s), official directive(s), ordinance(s), guideline(s), standard(s), customs and practices applicable to the performance of the Contractor (hereinafter referred to as “Laws and Rules”), or with technical or safety standards, it shall promptly notify the IAEA thereof in writing.

Protection of Persons and Property

7. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Services.
8. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all persons on IAEA premises and all other persons who may be affected thereby;
 - (ii) all the work, equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the IAEA premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
 - (iii) other property at the IAEA premises or adjacent thereto.
9. The Contractor shall comply with Laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.

10. The Contractor shall erect and maintain, as required by existing conditions and progress of the Services, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
11. When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Services, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
12. In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
13. The Contractor shall promptly remedy all damage and loss to any property, referred to in paragraph 8 of this Article, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under paragraph 8 of this Article, except damage and loss attributable to the acts or omissions of the IAEA or anyone directly employed by it, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Article 8 (“Insurance and Liability”) of Annex A.

[PLEASE ADD ANY OTHER RELEVANT AND SPECIFIC OBLIGATIONS OF THE CONTRACTOR]

Article 4

Responsibilities of the IAEA

1. The IAEA shall pay the Contract Price in accordance with the provisions of this Contract.
2. The IAEA shall respond promptly to requests for information by the Contractor regarding the Services.

Article 5

Commencement and Completion of the Services

1. The Contractor shall commence the Services on [INSERT DATE]. The Services shall be completed no later than [INSERT DATE] (hereinafter referred to as the “Completion Date”).

[OPTIONAL EXTENSION] [The IAEA has the option to extend the Services for further twelve (12) month periods, subject to the availability of funds, under the same terms and conditions as those of this Contract. The IAEA will inform the Contractor of its intention to extend the Services at least one (1) month prior to the Completion Date. The optional extensions will be implemented through a written notification to the Contractor by the IAEA.]

Delays and Extension of Time

2. If the Contractor is delayed at any time in the progress of the Services by any act or omission of the IAEA, or by any other contractor employed by the IAEA, or by changes in the Services ordered by the IAEA, or by any causes beyond the Contractor's control, or by any other cause which the IAEA determines that justifies the delay, then the time for completion of the Services shall be extended by an amendment to this Contract in accordance with Article 21 ("Modifications") of Annex A for such reasonable time as the IAEA may determine.
3. Any request for extension of the time for reasons referred to in paragraph 2 of this Article shall be submitted to the IAEA not later than twenty (20) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such a request shall state the grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Services.

Article 6

Contract Price

1. The IAEA shall pay to the Contractor, in consideration of the complete, timely and satisfactory delivery of the Services by the Contractor, a Firm Fixed Price of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS] (hereinafter referred to as the "Contract Price").
2. The Contract Price shall also cover all costs and expenses, excluding taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).
3. The Contract Price shall be firm and fixed and shall not be subject to increase. The Contractor shall not perform any work, provide any materials or equipment, or perform any Services which may result in any charges to the IAEA over and above the Contract Price unless such charges have been explicitly authorized in writing by the IAEA prior to their incurrence as per Article 21 ("Modifications") of Annex A.
4. No taxes are applicable under this Contract.

[IF TAXES ARE APPLICABLE, REPLACE PARAGRAPH 4 WITH THE FOLLOWING:]

[Identify type [and amount] of taxes] is/are applicable under this Contract. The Contractor shall be reimbursed by the IAEA for such taxes on the basis of actual amounts paid and duly invoiced and documented by the Contractor as per Article 7 ("Payment").]

Article 7

Payment

1. The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:
[A progress payment schedule based on milestone deliveries may be included in the Contractor's Proposal (Annex C). PLEASE INSERT "Upon [milestone] the amount of [INSERT CURRENCY AND AMOUNT IN WORDS AND NUMBERS IN BRACKETS]".]
2. The IAEA shall make the payments to the Contractor on the basis of invoices submitted by the Contractor as indicated in this Article. All payments shall be made within thirty (30) days of the receipt and acceptance of the original invoice, provided that the Services have been satisfactorily completed and have been accepted by the IAEA.
3. The making of any payment hereunder by the IAEA shall not be construed as an unconditional acceptance by the IAEA of the Services performed by the Contractor up to the time of such payment.
4. The Contractor shall submit an invoice marked with this Contract number in respect of each agreed payment. Invoices shall be submitted electronically, from the Contractor's official email address in PDF format to the IAEA's electronic address specified in Article 9 ("Points of Contact") below, or through the IAEA iSupplier portal at <https://suppliers.iaea.org>.
5. All invoices shall indicate the amount that is due to be paid by the IAEA and shall indicate any applicable discounts for early payment. Each invoice shall be supported by appropriate documentation to substantiate the invoice. Each invoice shall contain detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT and/or ABA codes for payment by electronic transfer.

Article 8

Contractor's Claims and Remedies

In no event shall the Contractor make any claim against the IAEA for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Services or any portion thereof, whether caused by the acts or omissions of the IAEA, including, but not limited to, damages related to overheads,

loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Services, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

Article 9

Points of Contact

1. Official notices related to the Contract shall be in English and delivered by hand or sent by registered mail, fax or any standard recognized form of electronic communication (such as E-mail, certified electronic mail or any future standard commercial communication method) to the address of the recipient Party defined in the Contract. All communication relating to the execution of this Contract shall be made or confirmed in writing in English to:

(a) For the IAEA:

For Contractual Matters:

[Mr/Ms – INSERT NAME]

International Atomic Energy Agency (IAEA)

Vienna International Centre, P.O. Box 100

1400 Vienna, Austria

Tel: +43 (1) 2600 [PLEASE INSERT EXTENSION]

Fax: +43(1) 2600 [PLEASE INSERT EXTENSION]

Email: [PLEASE INSERT EMAIL]

For Invoices and related Enquiries:

International Atomic Energy Agency (IAEA)

MTBF General Accounts Payable

Vienna International Centre, P.O. Box 100

1400 Vienna, Austria

Tel: +43 (1) 2600 [PLEASE INSERT EXTENSION]

Fax: +43(1) 2600 [PLEASE INSERT EXTENSION]

Email: [PLEASE INSERT EMAIL]

(b) For the Contractor:

[INSERT CONTRACTOR'S NAME]

[INSERT ADDRESS]

Tel: [PLEASE INSERT NUMBER]

Fax: [PLEASE INSERT NUMBER]

Mobile: [PLEASE INSERT NUMBER]

E-mail: [PLEASE INSERT EMAIL]

2. Either Party may change its address above by giving notice in accordance with this Article.
3. Except as provided in paragraph 4 of this Article, any communication in connection with the Contract shall be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iii) if by fax, when received in legible form; or
 - (iv) if by electronic communication, when retrievable by the IAEA in document form.
4. A communication that is received or becomes retrievable on a non-working day, or after business hours at the seat of the IAEA, will be deemed to have been given on the next working day of the IAEA.

Article 10

Contract Documents

1. The following Annexes shall form an integral part of this Contract:
 - Annex A: IAEA General Conditions of Contract;
 - Annex B: IAEA Statement of Work; and
 - Annex C: Contractor's Proposal.
2. All terms and conditions of this Contract shall be interpreted as complementary to each other. Should any ambiguities, inconsistencies, conflicts or discrepancies arise, the following order of priority shall apply:
 - this document; and
 - the Annexes, noting that precedence is given according to the alphabetical order.
3. This document and the Annexes are collectively referred to herein as "the Contract" or "this Contract". Without prejudice to Article 21 ("Modifications") of Annex A, this Contract embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, proposals, agreements, and contracts, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as expressly set forth herein.
4. Any invoice, receipt or other document issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.

Article 11

Entry into Force and Duration

1. This Contract shall enter into force upon the date of the last signature by the duly authorized representatives of the Parties, and it shall remain in force until the Parties fulfil all their obligations hereunder unless terminated earlier pursuant to the terms of this Contract.
2. This Contract shall be issued and signed in two (2) originals (one original for each Party) in the English language.

Article 12

Data Privacy

1. Any data that relates to natural persons (“data subjects”) who can be uniquely identified by that data (“the personal data”) transferred by the IAEA to the Contractor, is transferred for the specific purpose of the Contractor’s performance of obligations under the Contract.
2. The Contractor represents that it shall:
 - a) Process personal data only for fair, legitimate and legal purposes (data processing shall be understood as any activity concerning the handling of personal data);
 - b) Process and retain the personal data only as proportionate and necessary for the purpose of performing its obligations under the Contract;
 - c) Take appropriate measures to protect the personal data from unauthorised access and other risks presented by data processing;
 - d) Refrain from transferring the data to a third party, unless the Contractor is satisfied that that third party affords appropriate protection for the personal data; and
 - e) Inform the Agency, upon request, how the personal data has been processed and which rights data subjects enjoy with respect to the personal data.
3. The IAEA represents that it shall:
 - a) Process any personal data received from the Contractor in accordance with its internal policies and for the specific purpose of the performance of its obligations under the Contract; and
 - b) Inform data subjects, upon request, how they may request information regarding processing of their personal data. The IAEA will assess such requests on a case-by-case basis, in accordance with its internal policies.
 - c) This is without prejudice to, and may not be construed as a waiver, either express or implied, of any of the privileges and immunities of the IAEA.

**FOR The International Atomic
Energy Agency:**

**FOR [INSERT CONTRACTOR'S
NAME]:**

(Signature)

(Signature)

(Name and Title)

(Name and Title)

(Place and Date)

(Place and Date)