



# WORLD METEOROLOGICAL ORGANIZATION

## GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND SERVICES

Ref: 25480/2021-L0 100

- 1. LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the World Meteorological Organization (WMO). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the WMO.
- 2. RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 3. ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the WMO.
- 4. SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the WMO for all sub-contractors. The approval of the WMO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
- 5. PURCHASE OF GOODS:** To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to any purchases of goods under the Contract:
  - 5.1. DELIVERY OF GOODS:** The Contractor shall hand over or make available the goods, and the WMO shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to the WMO such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to the WMO in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by the WMO.
  - 5.2. INSPECTION OF THE GOODS:** If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify the WMO when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, the WMO or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to the WMO or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.
  - 5.3. PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by the WMO as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.
  - 5.4. TRANSPORTATION & FREIGHT:** Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that the WMO receives all necessary transport documents in a timely manner so as to enable the WMO to take delivery of the goods in accordance with the requirements of the Contract.
  - 5.5. WARRANTIES:** Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of the WMO stated in or arising under the Contract, the Contractor warrants and represents that:
    - 5.5.1.** The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
    - 5.5.2.** If the Contractor is not the original manufacturer of the goods, the Contractor shall provide the WMO with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
    - 5.5.3.** The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
    - 5.5.4.** The goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
    - 5.5.5.** The goods are new and unused;
    - 5.5.6.** All warranties will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by the WMO in accordance with the Contract;
    - 5.5.7.** During any period in which the Contractor's warranties are effective, upon notice by the WMO that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse the WMO for the purchase price paid for the defective goods; and,
    - 5.5.8.** The Contractor shall remain responsive to the needs of the WMO for any services that may be required in connection with any of the Contractor's warranties under the Contract.
- 5.6. ACCEPTANCE OF GOODS:** Under no circumstances shall the WMO be required to accept any goods that do not conform to the specifications or requirements of the Contract. The WMO may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall the WMO be obligated to accept any goods unless and until the WMO has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that the WMO shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until the WMO in fact provides such written acceptance. In no case shall payment by the WMO in and of itself constitute acceptance of the goods.
- 5.7. REJECTION OF GOODS:** Notwithstanding any other rights of, or remedies available to the WMO under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, the WMO, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from the WMO of such rejection or refusal to accept the goods, the Contractor shall, in sole option of the WMO:
  - 5.7.1.** provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by the WMO; or,
  - 5.7.2.** repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,
  - 5.7.3.** replace the goods with goods of equal or better quality; and,
  - 5.7.4.** 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 the WMO.
- 5.8.** In the event that the WMO elects to return any of the goods for the reasons specified in Article 5.7, above, the WMO may procure the goods from another source. In addition to any other rights or remedies available to the WMO under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement, and the WMO shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the goods for the Contractor's account.
- 5.9. TITLE:** The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to the WMO upon delivery of the goods and their acceptance by the WMO in accordance with the requirements of the Contract.
- 5.10. EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export license required with respect to the goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to the WMO under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of the WMO, the WMO shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with the WMO to enable the WMO to take appropriate measures to resolve the matter.
- 6. INDEMNIFICATION:** The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the WMO, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
- 7. INSURANCE AND LIABILITY:**
  - 7.1.** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
  - 7.2.** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
  - 7.3.** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
  - 7.4.** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
    - 7.5.** Name the WMO as additional insured;
    - 7.6.** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the WMO;
    - 7.7.** Provide that the WMO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
    - 7.8.** The Contractor shall, upon request, provide the WMO with satisfactory evidence of the insurance required under this Article 7.
- 8. ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the WMO against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or the WMO.
- 9. EQUIPMENT FURNISHED BY THE WMO TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by the WMO to the Contractor for the performance of any obligations under the Contract shall rest with the WMO, and any such equipment shall be returned to the WMO at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to the WMO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the WMO for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
- 10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
  - 10.1.** Except as is otherwise expressly provided in writing in the Contract, the WMO shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the WMO under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the WMO.
  - 10.2.** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the WMO does not and shall not claim any ownership interest thereto, and the Contractor grants to the WMO a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
  - 10.3.** At the request of the WMO, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the WMO in compliance with the requirements of the applicable law and of the Contract.
  - 10.4.** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the WMO, shall be made available for use or inspection by the WMO at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to WMO authorized officials on completion of work under the Contract.
- 11. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE WMO:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the WMO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the WMO, or any abbreviation of the name of the WMO in connection with its business or otherwise without the written permission the WMO.
- 12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:
  - 12.1.** The Recipient shall:

- 12.1.1. use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,
- 12.1.2. use the Discloser's Information solely for the purpose for which it was disclosed.
- 12.2. Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 12, the Recipient may disclose Information to:
- 12.2.1. any other party with the Discloser's prior written consent; and,
- 12.2.2. the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means: (i) a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or, (ii) any entity over which the Party exercises effective managerial control.
- 12.3. The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the WMO, the Contractor will give the WMO sufficient prior notice of a request for the disclosure of Information in order to allow the WMO to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 12.4. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 12.5. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.
- 13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**
- 13.1. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 13.2. If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the WMO shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the WMO shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.
- 13.3. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), 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 Contractor.
- 14. TERMINATION:**
- 14.1. Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 19.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 14.2. The WMO may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the WMO for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 14.3. In the event of any termination by the WMO under this Article, no payment shall be due from the WMO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 14.4. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the WMO may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the WMO of the occurrence of any of the above events.
- 14.5. The provisions of this Article 14 are without prejudice to any other rights or remedies of the WMO under the Contract or otherwise.
- 15. FUNDING:** WMO may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by WMO for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 16. PROHIBITION ON ADVERTISING:** The Contractor shall not advertise or otherwise make public that it is furnishing goods or services to WMO without specific permission of WMO in each instance.
- 17. 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.
- 18. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, the WMO shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and the WMO shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
- 19. SETTLEMENT OF DISPUTES:**
- 19.1. **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- 19.2. **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") 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 any such dispute, controversy, or claim.
- 20. 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 the WMO, including its subsidiary organs.
- 21. TAX EXEMPTION:**
- 21.1. Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt 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 the WMO from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with the WMO to determine a mutually acceptable procedure.
- 21.2. The Contractor authorizes the WMO to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with the WMO before the payment thereof and the WMO has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide the WMO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and the WMO shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the WMO and paid by the Contractor under written protest.
- 22. MODIFICATIONS:** Pursuant to the WMO Standing Instructions, no modification or change in this Contract shall be valid and enforceable against the WMO unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement and Travel Services Division.
- 23. AUDITS AND INVESTIGATIONS:**
- 23.1. Each invoice paid by the WMO shall be subject to a post-payment audit by auditors, whether internal or external, of the WMO or by other authorized and qualified agents of the WMO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The WMO shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the WMO other than in accordance with the terms and conditions of the Contract.
- 23.2. The WMO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- 23.3. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the WMO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the WMO hereunder.
- 24. LIMITATION ON ACTIONS:**
- 24.1. Except with respect to any indemnification obligations in Article 6, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 19.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 24.2. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
- 25. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 26 to 32 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the WMO to terminate the Contract or any other contract with the WMO immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 26. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the WMO in connection with the performance of its obligations under the Contract. Should any authority external to the WMO seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify the WMO and provide all reasonable assistance required by the WMO. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of the WMO, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the WMO.
- 27. OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of the WMO any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with the WMO or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
- 28. 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. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to the United Nations, as such obligations are set forth in the United Nations vendor registration procedures.
- 29. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary 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.
- 30. 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.
- 31. SEXUAL EXPLOITATION:**
- 31.1. 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. For these purposes, 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 measures to prohibit its employees or other persons 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 exploitive or degrading to any person.
- 31.2. The WMO shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.
- 32. GLOBAL COMPACT:** The Contractor shall comply with the ten principles of the United Nations Global Compact ([www.unglobalcompact.org](http://www.unglobalcompact.org)).