

**Contract No. [INSERT NUMBER]**

**between**

**the International Atomic Energy Agency**

**and**

**[INSERT CONTRACTOR'S NAME]**

**concerning**

**the provision of Oracle Taleo functional and technical consultants**

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 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 contract on time and material basis Oracle Taleo functional and technical consultants for its implementation of Oracle Taleo recruitment and on-boarding solutions; and

WHEREAS the Contractor is willing and able to provide such services.

NOW, THEREFORE the Parties hereby agree as follows:

### **Article 1**

#### **Definitions**

In this Contract, words and expressions shall have the same meaning 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**

#### **Scope**

1. The Contractor undertakes to provide Oracle Taleo functional and technical consultants, as further described in Annex B (“IAEA Statement of Work”) and Annex C (“Contractor’s Proposal”) (hereinafter referred to as the “Services”).
2. The IAEA will issue purchase orders defining the number of consultants to be provided, as well as the time period of the engagements and the not-to-exceed amounts authorized for each engagement.

### **Article 3**

#### **Responsibilities of the Contractor**

1. Further to the responsibilities set out in Article 3 (“Responsibilities of the Contractor”) of Annex A (“IAEA General Conditions of Contract”), the Contractor shall provide qualified English-speaking personnel, as necessary, to perform the Services under this Contract. The key persons must be approved by the IAEA prior to the provision of the Services, and shall be available throughout the duration of the Contract period. Any replacement of such personnel shall be notified to the IAEA in writing at least four (4) weeks in advance and is subject to prior written approval of the IAEA.
2. The Contractor shall furnish the Services using its skills and judgement of the highest standard and cooperate with the IAEA, including all the IAEA’s

consultants and agents, in best furthering the interests of the IAEA and the scope of this Contract. The Contractor shall provide efficient business administration and supervision, and perform the Services in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

3. If the Contractor finds that the Services or any part thereof are not in accordance with applicable laws, norms, standards or regulations , it shall promptly notify the IAEA thereof in writing.

#### **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 3 March 2014. The Services shall be completed no later than **[INSERT DATE]** (hereinafter referred to as the “Completion Date”).
2. 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.

#### **Article 6** **Contract Price**

1. In full consideration of the complete, timely and satisfactory delivery of the Services described in each Purchase Order by the Contractor, the IAEA shall pay the Contractor the rates defined in Annex C (“Contractor’s Proposal”) and up to the not-to-exceed amount specified in each Purchase Order issued to define the number of consultants to be provided, as well as the time period of the engagements (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 17 (“Amendments”) of Annex A (“IAEA General Conditions of Contract”).

### **Article 7**

#### **Payment**

1. The Contract Price shall be paid monthly in arrears.
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 relevant 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 can be submitted in paper format in one (1) original and one (1) copy, or electronically, from the Contractor’s official email address in PDF format, duly signed and sealed by the Contractor and submitted to the IAEA’s postal or electronic address specified in Article 9 (“Points of Contact”) below.
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.
6. Invoices shall be addressed to the point of contact for invoices and related enquiries, specified in Article 9 (“Points of Contact”) below.

### **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:

**For the IAEA:**

*For Contractual Matters:*

Mr Leendert Colijn  
International Atomic Energy Agency  
Vienna International Centre, P.O. Box 100,  
1400 Vienna, Austria  
Tel: +43-1-2600-21158  
Email: l.colijn@iaea.org

*For Invoices and related Enquiries:*

International Atomic Energy Agency  
MTBF General Accounts Payable  
International Atomic Energy Agency  
Vienna International Centre, P.O. Box 100,  
Tel: +43-1-2600  
Email: AccountsPayable@iaea.org

**For the Contractor:**

[INSERT CONTRACTOR'S NAME]

[INSERT ADDRESS]

Tel: + \_\_\_\_\_

Fax: + \_\_\_\_\_

Mobile: + \_\_\_\_\_

E-mail: \_\_\_\_\_

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 17 ("Amendments") of Annex A ("IAEA General Conditions of Contract"), 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**

### **Contractor's Proposal**

1. This Contract is not intended to reduce the services or levels of performance offered by the Contractor under Annex C ("Contractor's Proposal"). The Contractor's Proposal shall be used for reference purposes to clarify, but not reduce, the Contract services and levels of performance required of the Contractor.

2. Without prejudice to any of the provisions of this Contract, the Contractor shall provide all equipment and services offered in the Contractor's Proposal at the levels of performance offered therein.
3. The Contractor's Proposal shall not be used to increase the fees paid or the expenses to be reimbursed under this Contract.

## **Article 12**

### **Entry into Force and Duration**

1. This Contract shall enter into force on the date of the last signature by the duly authorized representatives of the Parties, and shall remain in force until the Parties have discharged 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.

**FOR The International Atomic  
Energy Agency:**

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

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(Signature)

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(Signature)

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(Name and Title)

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(Name and Title)

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(Place and Date)

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(Place and Date)