



WORLD TRADE ORGANIZATION  
ORGANISATION MONDIALE DU COMMERCE  
ORGANIZACIÓN MUNDIAL DEL COMERCIO

# GENERAL TERMS AND CONDITIONS





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## A. SCOPE

1. Unless otherwise agreed between the Parties in writing, the provisions of these General Terms and Conditions shall apply to all contracts entered into by the World Trade Organization (WTO).

## B. CONFIDENTIALITY, NAME, INTELLECTUAL PROPERTY AND TAX EXEMPT STATUS OF THE WTO

### B.1. Confidentiality

1. All drawings, photographs, plans, manuscripts, files, reports, recommendations, notes, documents and other data or information, in whatever form, received from the WTO by the Contractor or prepared or discussed jointly by the WTO and the Contractor, members of its staff or outside contractors in connection with this contract which are not in the public domain at the time that this contract is concluded (the "**Confidential Information**") shall be treated with the utmost confidentiality by the Contractor, who undertakes not to reveal either their existence or their content to third parties throughout the term of this contract and for an unlimited period of time thereafter, unless it be with the prior written authorization of the WTO.

2. The Contractor undertakes to communicate the Confidential Information only to the members of its staff and outside contractors directly involved in the management of this contract and only insofar as absolutely necessary to ensure that this contract is properly performed. The names of the Contractor's employees and outside contractors with access to the Confidential Information shall, at the request of the WTO, be communicated to the latter in writing.

3. The Contractor undertakes to return, at the end of this contract or in the event of its being terminated, all the documents that constitute Confidential Information. The Contractor shall confirm, in writing, that it has not retained any copies of the said documents.

4. The Contractor shall take the measures necessary to ensure that the members of its staff and outside contractors fulfil the Contractor's confidentiality obligations as if they were parties to this contract, even after they cease to be employed by the Contractor. In particular, the Contractor undertakes to have the confidentiality clause annexed to this contract signed by all those involved, directly or indirectly, in the performance of this contract. The Contractor undertakes to have the confidentiality clause respected or to seek compensation for any breach of that clause by any legal means at its disposal, whether or not the WTO so requests. If its confidentiality obligations are breached by a member of its staff or by an outside contractor, the Contractor shall immediately inform the WTO thereof.

5. Subject to the provisions of this article, the Contractor may retain documents it has produced under this contract which do not form part of the Confidential Information.

6. The obligations for which this article provides shall not lapse when, for whatever reason, this contract expires.

### B.2. Use of the name, logo or official seal of the WTO

1. The Contractor, members of its staff and its outside contractors may not use for advertising purposes, or otherwise make public, the fact that they are performing or have performed services for, or supplied products to, the WTO, except with the latter's prior agreement in writing; moreover, they may not use the name, logo or official seal of the WTO or the acronym "WTO" to make it known to third parties that they are performing or have performed services for, or supplied products to, the



WTO. The Contractor shall take all appropriate measures to ensure that its staff members and outside contractors abide by this provision.

2. The obligations for which this article provides shall not lapse when, for whatever reason, this contract expires.

### **B.3. Intellectual property rights**

1. Unless otherwise arranged between the parties in writing, the WTO shall have the benefit of all intellectual property rights applicable with respect to any product or service developed within the framework of this contract. The intellectual property rights exercised by the Contractor at the time of entering into this contract shall not be affected by the present provision.

### **B.4. Tax exempt status**

1. Under Article 9 of the Headquarters Agreement concluded between the WTO and the Swiss Confederation, the WTO is exempt from indirect federal, cantonal and communal taxes in Switzerland and, in particular, from value-added tax (VAT) with respect to all purchases of goods for its official use and all services provided for its official use. Moreover, by virtue of Article VIII, paragraph 4, of the Marrakesh Agreement Establishing the World Trade Organization, in its other Members the WTO benefits from a tax exemption similar to that stipulated in the 1947 Convention on the Privileges and Immunities of the Specialized Agencies. Consequently, services and/or products supplied by the Contractor under the terms of this contract shall be invoiced net of any tax or excise duty. By paying the amount, exclusive of tax, invoiced by the Contractor, the WTO will discharge in full its obligations under this contract.

2. If the tax authorities should refuse to recognize the tax exempt status of the WTO, the Contractor shall immediately consult the WTO for the purpose of agreeing upon a mutually acceptable procedure.

## **C. LIABILITY AND INSURANCE**

### **C.1. Liability of the Contractor**

1. Any act or omission on the part of the Contractor, members of its staff or its subcontractors that (i) constitutes a breach, intentional or through negligence, of this contract or (ii) causes injury of any kind to the WTO outside the application of this contract shall render the Contractor liable to the WTO.

2. Within this context, the Contractor undertakes, more particularly:

- (a) To fulfil its obligations under this contract competently, diligently and efficiently, and in conformity with the norms applicable and generally accepted professional, administrative and financial practice;
- (b) to act at all times in such a way as to protect, and not thwart, the interests of the WTO;
- (c) not to make use of subcontractors or independent providers in connection with this contract without the prior authorization, in writing, of the WTO;
- (d) in performing this contract, to comply with the law and all regulatory measures applicable to its branch of activity and to take all appropriate steps to ensure that its



employees and subcontractors do likewise. In particular, the Contractor shall be responsible for obtaining the visas, authorizations and permits needed in order for its personnel to reside or enter and work in the territory within which this contract is to be performed. The Contractor undertakes to pay, when due, the wages (less any withholding tax) of its employees, together with any related social security or occupational insurance contributions (employee's share/employer's share);

- (e) to follow the orders, directives and instructions of the WTO. In particular, it shall be for the WTO to judge and determine, in each set of circumstances, how and for how long personnel assigned by the Contractor to the performance of this contract shall be deployed on WTO premises.

3. The Contractor shall also be liable for the additional costs incurred by the WTO as a result of any failure or delay, imputable to the Contractor, in the fulfilment of its obligations under this contract, including any failure or delay resulting from an interruption in supplies to the Contractor or from industrial action by the employees of the Contractor or its subcontractors. In this respect, at the request of the WTO, the Contractor shall draw up and, if necessary, regularly update, in cooperation with the WTO, an emergency plan that enables the Contractor to continue to perform this contract in full, without interruption or with the minimum of disruption, in the event of industrial action by its personnel or any other contingency that might affect the availability of the personnel normally assigned by the Contractor to the performance of this contract.

## **C.2. Exemption of the Contractor from liability**

1. The Contractor shall not be rendered liable if the act or omission that could render it liable within the meaning of the previous provision is due to:

- (a) Causes exclusively imputable to the WTO;
- (b) a cause beyond the control of the Contractor, its governing bodies or members of its staff and involving no fault or negligence on their part;
- (c) a case of unforeseeable and irresistible events that constitute a state of *force majeure*, unless the purpose of this contract is to prevent, reduce the effect of, or respond to the consequences of such cases of *force majeure*.

## **C.3. Indemnification of the WTO**

1. The Contractor undertakes to indemnify the WTO for any expense, damage or loss (including the fees of any lawyers hired as a consequence thereof) that the latter might suffer by reason of an act or omission under provision C.1.

## **C.4. Insurance**

1. The Contractor shall take out the necessary insurance policies and provide for their renewal. The Contractor shall, in particular, take out general liability insurance for a total amount corresponding to the coverage usually applicable by event in the professional field of work of the Contractor, in the same professional sector and for the same type of contract in the country (ies) where this contract is implemented and covering death and injury and damage to persons and property, when such liability is the result of acts or omissions imputable to the Contractor, to members of its staff or to its outside contractors in relation to this contract.



2. At the request of the WTO, the Contractor shall supply a copy of the insurance policies. The Contractor shall give the WTO the right to contact the Contractor's insurers at any time for the purpose of verifying that insurance premiums are regularly paid. In the event of delay in the payment of insurance premiums, the WTO may substitute itself for the Contractor. The overdue premiums thus paid by the WTO shall then be deducted from the remuneration owed by the WTO to the Contractor.

3. It shall be for the Contractor to take out any life, health, accident or travel insurance or any other insurance that may be necessary or desirable for members of its staff or subcontractors providing goods or services under this contract. The WTO refuses to accept any responsibility in this regard.

4. If so required by a change in circumstances, the Parties agree to consider any other form of cover on a mutually acceptable basis.

## **D. SPECIFIC GROUNDS FOR SUSPENSION OR TERMINATION**

### **D.1. Bankruptcy of the Contractor**

1. If the Contractor is declared bankrupt, becomes insolvent, or forms the subject of a stay of bankruptcy, a winding-up procedure or any other similar proceedings, if the Contractor's management changes as a result of its insolvency, or if the Contractor is taken over by or merges with another enterprise, the WTO may, without prejudice to any other right or remedy, terminate this contract with immediate effect by notifying the Contractor of its decision to terminate the contract in writing. Failing that, this contract shall be binding on any successor to the Contractor that assumes its rights.

### **D.2. Force majeure and other situations beyond the control of the Parties**

1. In the event of *force majeure* or other situations that lie beyond the control of the Parties, are irresistible, do not result from their own negligence and prevent the normal performance of this contract, the Parties may agree to modify or temporarily suspend the supplies or services for which this contract provides.

## **E. FINAL PROVISIONS**

### **E.1. Languages to be used in communications**

1. The Contractor undertakes to use only French or English in all its written communications addressed to the WTO in connection with the fulfilment of its obligations under this contract, for all documents that it delivers or prepares within the context of its obligations, as well as in any oral communication with the WTO.

### **E.2. Amendment of this contract**

1. This contract may be amended by the Parties at any time by mutual agreement.

2. The validity and enforceability of any amendment to this contract shall be conditional upon the prior approval of the Parties, in writing, drawn up in the form of an addendum to this contract duly signed by the Parties.

3. Any amendment to this contract shall be valid only for the future, unless otherwise agreed by the Parties.



### **E.3. Termination**

1. Either party may terminate this contract for any reason whatsoever, without having to indemnify the other party and by giving the other party, in writing, a notice proportional to the duration of this contract as defined in the latter. The contractual clauses applicable to the liquidation of this contract as well to the liquidation of rights and settlement of disputes shall remain in force for as long as necessary.
2. The previous paragraph notwithstanding, in the event of a serious failure by the Contractor to fulfil the obligations defined in this contract, the WTO may terminate this contract without notice or with a notice that it will deem appropriate under the circumstances.
3. In the event of termination based on a serious failure by the Contractor, the WTO shall have the right to demand compensation from the Contractor for the consequential damage.
4. In the event of this contract being terminated, for any reason whatsoever:
  - (a) The WTO shall make any payments that may be owed to the Contractor up to the effective date of termination in relation to deliveries of goods or services under this contract;
  - (b) the Contractor shall complete any services, deliveries or installations in progress and, in any event, take all appropriate measures to prevent the loss or deterioration of goods or any other damage to the WTO;
  - (c) the Contractor shall collaborate fully with the WTO with a view to enabling this contract to be taken over, if necessary, by another provider of goods or services under good conditions.

### **E.4. Interpretation and arbitration**

1. The terms of this contract shall be interpreted on the basis of their ordinary meaning, irrespective of any reference to a domestic legal system, having regard to the international legal personality of the WTO and the privileges and immunities it enjoys under Article VIII of the Marrakesh Agreement Establishing the World Trade Organization and Articles 2 and 8 of the Headquarters Agreement between the Swiss Confederation and the WTO. Reference shall be made to the law of the place of performance of the contract only if and strictly to the extent that (i) the terms of this contract are ambiguous or unintelligible or (ii) the sole arbitrator establishes the existence of a gap or omission in this contract.
2. Any dispute, difference of opinion or complaint relating to this contract, its performance or the termination or invalidity thereof shall be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) in force as of the date of this contract. The arbitral tribunal shall be composed of a sole arbitrator. The sole arbitrator shall be appointed by the Secretary-General of the Permanent Court of Arbitration unless the Parties agree on the name of an arbitrator within one month of resorting to arbitration. The arbitration shall take place in Geneva (Switzerland) and the language of the procedure shall be English. The arbitral award shall be final and may not be appealed before national courts for any reason whatsoever.

### **E.5. Privileges and immunities**

1. None of the provisions of this contract or of the annexed or mentioned documents shall imply or be construed to imply a waiver by the WTO, even temporary, partial or implicit, of its privileges



and immunities under Article VIII of the Marrakesh Agreement Establishing the World Trade Organization (1994) and the Headquarters Agreement of 2 June 1995 concluded with the Swiss Confederation.

2. In applying this contract, the Contractor, the members of its staff and its outside contractors may in no circumstances invoke an employment relationship with the WTO or the status of WTO official. In the performance of this contract, the Contractor, the members of its staff and its outside contractors shall not enjoy any of the privileges or immunities of the WTO.

#### **E.6. Annexes**

1. The annexes to this contract shall form an integral part thereof. In case of conflict between a provision of this contract and a provision of an annexed document, the provision of this contract shall prevail.

#### **E.7. Audits and investigations**

1. The terms and conditions of this contract and their implementation may form the subject of audit procedures or investigations carried out by the competent authorities of the WTO or by external authorities. At the request of the WTO, the Contractor shall cooperate fully with these procedures.

### **F. PAYMENT TERMS**

1. WTO's normal terms are payment by bank transfer within thirty days of receipt of invoice in good order. Invoices are to be sent to the address indicated in the purchase order.

2. As part of the WTO contribution to the international fight against money laundering, the invoice shall not be paid to anyone except the contractor. The contractor may also be required to provide evidence that the bank account to which the transfer will be made is actually the contractor's bank account.