Contract

This contract is established on [Date] between the World Tourism Organization, a specialized agency of the United Nations ("UNWTO") with C.I.F. (tax identification code) N-0011499A and having its headquarters at C/ Poeta Joan Maragall, 42 – 28020 Madrid and [Insert company name, CIF and address], legally constituted in [Include country], (hereinafter referred to as "the Contractor"). In view of the commitments contained in this Contract and subject to the General Conditions of the UNWTO for contracts for goods and services that form part of this Contract as an annex, the parties agree as follows:

1. OBJECT OF THE CONTRACT

The object of this Contract is the provision of E-library services for the World Tourism Organization by [insert name of the company], in accordance with the Terms of Reference (Document III of the tender Documents) and with the bid presented by the contractor on the date of [insert date].

2. CONTRACT DOCUMENTS

2.1. The Contractor and UNWTO agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) This Contract, subject to the provisions of the General Conditions of the UNWTO for contracting for goods and services, attached as an Annex to this Contract. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes.
b) The Terms of Reference (Document III of the tender documents).
c) The Offer of the Contractor dated [insert date] attached to this Contract, which is in the possession and is known by both parties.

2.2. The above documents shall constitute the Contract between the Contractor and the UNWTO, repealing and replacing the contents of any other negotiations or agreements, written or oral, regarding the object of the Contract.

3. OBLIGATIONS OF THE CONTRACTOR

3.1. The Contractor shall provide the services (hereinafter, the "Services") in accordance with the Terms of Reference and the Offer of the contractor, which constitute an integral part of this

Contract. Unless expressly indicated otherwise in this Contract, the Contractor shall provide all services, labour, materials and equipment necessary for the proper performance of the services.

3.2. The Contractor shall complete the provision of the services described in the Terms of Reference with due diligence and efficiency and in accordance with the Contract and the Contractor's Offer.

3.3. The Contractor shall also provide all the technical and administrative support necessary to ensure the timely and satisfactory performance of the Services.

3.4. The Contractor represents and warrants the accuracy of the information provided to the UNWTO in order to conclude this Contract, as well as the quality of the services provided under this Contract in accordance with the highest professional and industrial standards.

4. PAYMENT

4.1. As full compensation for the complete and satisfactory performance of the Services in this Contract, the UNWTO shall pay by bank transfer to the Contractor a fixed contract price of EUR [include amount] plus the applicable VAT amount, EUR [include amount if applicable] *which will be split into [x] payments.*

[If advanced payment] The UNWTO will make the payment(s) in advanced to the Contractor after acceptance by the UNWTO of the invoices submitted by the Contractor to the address specified in Article 8 below, on the dates indicated and for the following amount(s): EUR XXX. Payment in advanced shall not relieve the Contractor of the timely and satisfactory performance of the services described in the contract; otherwise the UNWTO may apply the conditions as provided in article 13.

4.2. The price of this Contract shall not be subject to adjustment or revision for any reason, including fluctuations in prices, currencies or the actual cost of services rendered by the Contractor.

4.3. Payments made to the Contractor by the UNWTO shall not be considered to discharge the Contractor from its obligations under this Contract nor as acceptance by the UNWTO of the performance of the services by the Contractor.

4.4. The contractor is solely responsible for the payment of taxes or fees with respect to payments received under the contract and shall not claim reimbursement of such taxes or fees that may arise from the UNWTO. The UNWTO will only pay taxes and fees reflected explicitly in the contract.

4.5. The UNWTO will make the payment(s) to the Contractor after acceptance by the UNWTO of the invoices submitted by the Contractor to the address specified in Article 8 below, on the dates indicated and for the following amounts:
[insert timeframe of the payments]

4.6. The original invoice shall be sent by post by the Contractor for each payment stipulated under this contract to the following address:

World Tourism Organization (UNWTO)
C/ Poeta Joan Maragall 42
28020 Madrid, Spain
Email: elibrary@unwto.org

4.7. The invoices shall be paid within thirty (30) days following the receipt and acceptance by the UNWTO.

4.8 All payments will be made by the UNWTO by bank transfer to the bank account of the contractor.

5. ENTRY INTO FORCE

This Contract shall enter into force [upon signature by both parties - or – [include date] and shall remain in force for the period of two (2) years. At the end of the second year, this contract shall be renewed automatically for further periods of one (1) year up to (5) five years unless previously terminated pursuant to the provisions of the General Conditions of the UNWTO.

6. TERMS OF COMPLIANCE

6.1. The UNWTO will issue its final acceptance of the services provided within one (1) month from the date of completion of services. During such period, the Contractor shall perform all work to repair, modification, rectification and improvement of defects, imperfections, shrinkage or other faults that the UNWTO requests in writing to the Contractor.

6.2. The Contractor shall perform any pending work at its own expense if the UNWTO deems that such need is a consequence of negligence or omission by the Contractor in the performance of any express or implied obligation under the Contract.

6.3. Furthermore, if the Contractor fails to perform any pending work in accordance with Article 6.2, the UNWTO shall be entitled to employ and pay other persons to carry out such work, and may recover all expenses arising or deriving therefrom, or deduct them from any monies due or which may become due to the Contractor.

6.4. All time periods of performance contained in the Contract shall be deemed essential for the performance of the provision of the Services.

7. MODIFICATIONS

Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and the UNWTO.

8. NOTIFICATIONS

For the purpose of notifications under the Contract, the addresses of the UNWTO and the Contractor are as follows:

For the UNWTO	For the Contractor
[insert contact person and address]	[insert contact person and address]

By virtue thereof and in witness whereof, the undersigned sign this contract.

For the UNWTO	For the Contractor
Mr. Zurab Pololikashvili	Mr./Ms.

GENERAL CONDITIONS FOR UNWTO CONTRACTS FOR GOODS AND SERVICES

Article 1 - INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall be construed as establishing or creating between the UNWTO and the Contractor the relationship of master and servant, principal and agent or employer and employee; it being understood that the Contractor is an independent contractor in relation to the UNWTO. No person engaged by the Contractor in connection with the performance of any obligation under this Contract shall be regarded as an agent, servant, employee of the UNWTO, and the Contractor shall be solely responsible for all claims by such persons arising out of or in connection with their engagement by the Contractor. The Contractor shall inform such persons of the foregoing.

Article 2 - CONTRACTOR'S GENERAL RESPONSIBILITIES

1. The Contractor shall perform its obligations under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.

2. The Contractor shall act at all times so as to protect, and not be in conflict with, the interests of the UNWTO, and shall take all reasonable steps to keep all costs and expenses at a reasonable level.

3. The Contractor shall be responsible for work or services performed by its agents, servants, employees, subcontractors and independent contractors in connection with this Contract. To this end, and without limiting the generality of the foregoing, the Contractor shall select reliable persons who will perform effectively, respect local customs and conform to the highest standards of professional, moral and ethical conduct.

4. The Contractor shall respect and abide by all applicable laws, regulations and ordinances of the country in which the obligations under this Contract are to be performed, and shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors do so.

Article 3 - WORKMEN'S COMPENSATION AND OTHER INSURANCE

1. The Contractor shall take out and maintain:

   a) all applicable workmen's compensation and liability insurance with respect to its agents, servants and employees performing work or services in connection with this Contract;

b) comprehensive general liability insurance in an appropriate amount for all claims for death, bodily injury or damage to property, including, but not limited to, products liability, arising from acts performed or omissions committed by the Contractor, its agents, servants, employees, subcontractors and independent contractors in connection with this Contract; and

c) such other insurance as may be agreed upon between the UNWTO and the Contractor.

2. The Contractor shall ensure that all policies of insurance referred to above, other than for workmen's compensation, shall name the UNWTO and, where appropriate, subcontractors and independent contractors concerned, as additional insured parties.

3. Upon request by the UNWTO, the Contractor shall provide evidence, to the reasonable satisfaction of the UNWTO, of the insurance referred to above and shall give the UNWTO reasonable advance notice of any proposed changes related to such insurance.

4. The UNWTO undertakes no responsibility to provide life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any persons performing services in connection with this Contract.

Article 4 - INTELLECTUAL PROPERTY, PATENTS AND OTHER INDUSTRIAL PROPERTY RIGHTS

1. The Contractor represents and warrants that in the provision of services under this contract it shall not violate any patent, copyright, trade name or trademark or any other industrial or intellectual property.

2. Furthermore, the Contractor, by virtue of such warranty, shall indemnify and defend the UNWTO and the United Nations at its own expense for any action or claim that may be filed against the UNWTO or the United Nations concerning the alleged violation of any of the rights referred to in this clause in relation to the services provided under this contract.

3. All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, except pre-existing materials, publicly or privately owned, collected or prepared in consequence of or in the course of the performance of this Contract, shall become the sole property of the UNWTO, which shall have the sole right to publish the same in whole or in part and to adapt and use them as may seem desirable, and to authorize all translations and extensive quotations therefrom. If the Contractor incorporates in its materials any previously published or unpublished materials, it shall obtain permission for the publication, use and adaptation in any language free of cost to the UNWTO from the persons in whom any existing copyrights therein may be vested and produce evidence to the UNWTO of such permission.

4. The obligations in this Article do not lapse upon termination of the Contract.

Article 5 - ENCUMBRANCES AND RESTRICTIONS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any third party to be placed on file or to remain on file in any public office or on file with the UNWTO

against any monies due or to become due for any work done or services rendered in connection with this Contract, or by reason of any claim or demand against the Contractor.

Article 6 - INSTRUCTIONS

The Contractor, its agents, servants, employees, subcontractors and independent contractors, shall neither seek nor accept instructions from any authority external to the UNWTO in connection with the performance of their obligations under this Contract, and shall refrain from any action which may adversely affect the UNWTO. Contractor shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.

Article 7 - OFFICIALS NOT TO BENEFIT

The Contractor warrants that no UNWTO official has been or will be, directly or indirectly, offered or given any inducement or benefit in connection with this Contract or the award thereof.

Article 8 - SUBCONTRACTING

The Contractor shall engage no subcontractor to perform any work or services in connection with this Contract unless the Contractor shall have notified the UNWTO of the identity of the proposed subcontractor and the UNWTO shall have notified the Contractor of its approval of the engagement of the subcontractor. The approval by the UNWTO of the engagement of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract or from its responsibility for the work or services performed by the subcontractor.

Article 9 - ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract except after obtaining the prior written approval of the UNWTO.

Article 10 - LANGUAGE

Except as may otherwise be specified in this Contract, the English language shall be used by the Contractor in all written communications to the UNWTO with respect to the performance of the obligations under this Contract and with respect to all documents procured or prepared by the Contractor pertaining to such obligations.

Article 11 - CONFIDENTIAL NATURE OF DOCUMENTS AND DATA PROTECTION

1. The Contractor shall keep confidential all information that comes to its knowledge due to the provision of services under this Contract.

2. The Contractor shall ensure the protection of UNWTO data at its disposal by virtue of this contract in accordance with the highest international standards for data protection.

3. The Contractor shall take all reasonable measures to ensure that its agents, servants, employees, subcontractors and independent contractors comply with the provisions of this Article.

4. The obligations in this Article do not lapse upon termination of this Contract.

Article 12 - USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UN AND THE UNWTO

The Contractor, its agents, servants, employees, subcontractors and independent contractors shall not advertise or otherwise make public the fact that it is performing, or has performed, work or services for the UNWTO or the United Nations, or use the name, emblem or official seal of the UNWTO or the United Nations or any abbreviation of the name of the UNWTO or the United Nations in connection with its business for advertising purposes or for any other purposes. The Contractor shall take all reasonable measures to ensure compliance with this provision by its agents, servants, employees, subcontractors, and independent contractors. This obligation does not lapse upon termination of the Contract.

Article 13 - PENALTIES FOR NON-COMPLIANCE

1. If the services described in this Contract are not completed on the specified date or are not satisfactorily performed or do not comply with the conditions established in the Contract, the UNWTO reserves the right to request the Contractor to correct, rectify or complete the such services, or to reject such services. In the event of refusal to complete the services, payment may be made if the UNWTO deems that the services are satisfactory.
   If the Contractor fails to correct, remedy or complete the services requested within the time limits established, the UNWTO reserves the right to perform them on its own account or through a third party, and deduct from the total contract payment the amounts corresponding to the part of service not performed. Any advance payment made by the UNWTO shall be returned taking into account the service that has been completed and that the UNWTO has considered satisfactory.

2. Such sum will be deducted on the mere grounds of non-compliance with any provision of the contract, with no need for prior notice or judicial proceedings or evidence of damages, which in all cases shall be considered proven.
   The payment or deduction of such damages shall not relieve the Contractor from its obligation to fully complete the Services or any other of its obligations or responsibilities under the contract.

3. The UNWTO may also implement the measures provided for in Article 17 of the General Conditions of Contract.

Article 14 - AMENDMENTS

No modification of or change in this Contract, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Contract or their duly authorized representatives in the form of an amendment to this Contract duly signed by the parties hereto.

Article 15 - GROUNDS FOR TERMINATION

1. Unilateral termination

The UNWTO may, by providing thirty (30) days' notice to the Contractor, unilaterally terminate this contract at any time for reasons of necessity. The termination notice shall indicate that the resolution is at the convenience of the UNWTO, and therefore the performance of the Contractor under the Contract shall be terminated and the date on which such termination shall become effective.
After receiving notice of termination, the Contractor shall take immediate steps to conclude in a quick and orderly manner the performance of any obligation under the contract, reduce costs to a minimum and shall not undertake any new forward commitment from the date of receipt of notice of termination.

2. Termination due to breach of contract

The UNWTO, without prejudice to any other remedy for breach of contract may, by written notice of the breach sent to the Contractor, immediately terminate the contract, with the Contractor being required to compensate the UNWTO for all damages and costs, including but not limited to, all costs incurred by the UNWTO.

Article 16 - RIGHTS OF THE CHILD

1. The Contractor represents and warrants that neither it nor any of the Contractor's subsidiary or affiliated entities 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.

2. Any breach of this representation and warranty shall entitle UNWTO to terminate this Contract immediately upon notice to the Contractor, without any cost to the UNWTO.

Article 17 - MINES

1. The Contractor represents and warrants that neither it nor any of the Contractor's subsidiaries or affiliated entities is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The term "mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

2. Any breach of this representation and warranty shall entitle UNWTO to terminate this Contract immediately upon notice to the Contractor, without any cost to the UNWTO.

Article 18 - ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules.

Article 19 - APPLICABLE LAW

This Contract shall be governed and construed in accordance with general principles of International Law, to the exclusion of any single national law.

Article 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 UNWTO.

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