

[WMO Model Contract for the Provision of Goods and Services]

[Revised September 2014]

[Text to be completed or deleted is marked with brackets and in grey. Footnotes must also all be removed. The numbering is automatic, including references. To update the numbers, choose "Select All", right-click, choose "Update Field". All references should also become updated when printing / in the print preview mode.

The following provisions may be included if necessary and are listed in the document *Additional Provisions to WMO Contract Template*: Paragraphs: Provision in Art. 3 (Responsibilities Contractor) on removal of waste etc. Articles: Recitals; Modification of the General Conditions; Insurance; Inspections; Performance Security; Liquidated Damages; WMO's Equipment and Supplies. Annexes: Form of Performance Security; Form of Standby Letter of Credit; Draft.]

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CONTRACT NO. [NUMBER]

between

THE WORLD METEOROLOGICAL ORGANIZATION

and

[NAME OF CONTRACTOR]

for the provision of [type of goods and services]

This Contract is entered into between the World Meteorological Organization, an intergovernmental organization having its Headquarters at 7 bis Avenue de la Paix – case postale 2300 Ch-1211 Geneva 2, Switzerland ("WMO") and [name of Contractor], a corporation organized under the laws of [jurisdiction], and having its principal office at [address] (the "Contractor"). WMO and the Contractor are collectively referred to herein as the "Parties", and each individually as a "Party".

The Parties hereby agree as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

1.1. This document, together with the Annexes attached hereto and referred to below, all of which are incorporated herein, constitute the entire contract between WMO and the Contractor for the purchase of [type of goods] and the provision of [description of services] (the "Contract"):

Annex A: WMO General Conditions of Contract for the Provision of Goods and Services (the "General Conditions").

Annex B: [WMO's tender document setting forth the goods to be procured and their technical specifications, and the Services to be procured and their description, as well as and any documents supplementing them. For the purchase of goods, the main requirements are usually contained in a document entitled "Specifications", and for the provision of services, the main requirements are usually contained in a document entitled "Terms of Reference" or "Statement of Work".]

¹ In order to simplify and clarify the contract and avoid contradictions, WIPO's tender document and the Contractor's proposal/bid may be replaced as contract documents by a single document setting forth the goods to be procured and their technical specifications, and the services to be procured and their description (i.e., the "Specifications", "Terms of Reference" or "Statement of Work" or a new document combining the specifications/ descriptions and the proposal/bid). Other tender documents and the proposal/bid can then be omitted or listed separately, but not as Annexes. In the case they are separately listed, the following provision should be included in a new paragraph after 1.1: "The following documents are referred to in this Contract only as aids in interpretation of the rights and obligations of the Parties under the Contract and shall not be construed as creating any such rights or obligations: (a) [WIPO's tender document] dated [date], as amended by Amendment[s] No. [number] dated [date[s]]; and (b) the Contractor's technical and financial proposals in response to [WIPO's tender document], dated [date], as clarified by (i) WIPO's Request for Technical Clarification, dated [date]; and (ii) the Contractor's Clarification Responses for [WIPO's tender document], dated [date]."

Annex C: [Contractor's bidding document and any documents supplementing it.]

[Annex D:] [Price and fee List]²

[Annex E:] [other Annexes]

1.2. The documents comprising this Contract are complementary of one another, but in case of discrepancies between them, the following order of priority shall apply:³

First, this document
Second, Annex A
Third, Annex B
Fourth, Annex C
[Fifth, Annex D]
[other Annexes]

1.3. This Contract embodies the entire agreement between the Parties with regard to the subject matter hereof. It supersedes all prior representations, contracts and proposals, whether written or oral, by and between the Parties on this subject.

ARTICLE 2 TERM OF CONTRACT

2.1. This Contract shall take effect on [date] [the date both Parties have signed this Contract, or if the Parties have signed it on different dates, the date of the latest signature] [(the "Effective Date")]⁴.

2.2. This Contract shall remain in effect until [date] [for a period of [time] from the Effective Date], unless earlier terminated in accordance with the terms of this Contract [the "Initial Term"]. [WMO may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [number] additional period[s] of up to [time period] each (the "Extended Term"). WMO shall provide a written notice of its intention to do so at least [number] days prior to the expiration of the then Initial Term.]⁵

ARTICLE 3 RESPONSIBILITIES OF THE CONTRACTOR

Delivery of Goods

[For an individual contract:]

3.1. The Contractor shall supply to WMO the goods as described in [the Annex(es)containing the specifications] (the "Goods"), in the quantities and at the times specified in [the Annex(es)containing the specifications].

3.2. The Contractor shall deliver the Goods [[specify appropriate Incoterm, location and freight forwarding agent, if any] (INCOTERMS 2010)].

The documents referred to in this Article 1.2 are not attached hereto but are known to, and in the possession of, the Parties."

² If the relevant pricing and fees for the Goods and/or Services are not fully described in the Article on Price, Fees and Payment, a Price and Fee List should be included as a separate Annex.

³ Modify order of priority of Annexes after the General Conditions, as appropriate, provided, however, the General Conditions should prevail over the other Annexes.

⁴ Insert the definition of the Effective Date if you use it in the next paragraph or below in Article 3 (Responsibilities of the Contractor).

⁵ The designations Initial Term and the Extended Term are used again below in the payment conditions. If this is not case, they do not need to be defined and capitalized here.

3.3. The Contractor shall make delivery [no later than [date]] [within [time period] after the Effective Date] [by the time specified in the relevant Order, or, if no such time is specified, within [time period] after receipt of the Order].

[For a framework contract with subsequent goods orders:]

3.4. The Contractor shall supply to WMO [total quantity] [a minimum of [amount] of] [and up to a maximum of [amount] of] goods as described in [the Annex(es) containing the specifications] (the "Goods"). The Contractor shall supply the Goods only upon issuance by WMO of duly executed Orders (as defined below). Each supply of Goods shall be in the quantities and at the times specified in the relevant Order and shall in all other respects be in accordance with the requirements set forth in this Contract and such Order.

3.5. The Contractor shall deliver the Goods [in accordance with the Incoterm (INCOTERMS 2010) and to the location and freight forwarding agent, if any, designated by WMO in the Order].

3.6. The Contractor shall make delivery by the time specified in the relevant Order, or, if no such time is specified, within [time period] after receipt of the Order.

3.7. Where there is a contract for the sale of specific goods in a deliverable state, the Contractor shall retain full legal title to and ownership of the goods notwithstanding the delivery of the goods until the goods are accepted by WMO and that all the conditions specified in the agreement are met.

3.8. Until such a time that full legal title is transferred, the Contractor must guarantee that the goods are covered by valid insurance

Performance of Services

[For an individual contract:]

3.9. The Contractor shall [perform for WMO] [provide to WMO] [description of services (if applicable, by reference to other contract documents, e.g., the Terms Reference or Statement of Work)] (the "Services").

3.10. The Contractor shall commence the performance of the Services [on] [no later than] [date] [within [time period] after the Effective Date] and shall complete the Services [within [days, months, years] of such commencement] [until [date]].

[OR]

3.11. The Contractor shall perform the Services according to the following schedule [List Services with start and end date]:

[For a framework contract with subsequent service orders:]

3.12. The Contractor shall [perform for WMO] [provide to WMO] [description of services (if applicable, by reference to other contract documents, e.g., the Statement of Work)] (the "Services"). The Contractor shall perform the Services only upon issuance by WMO of duly executed Service Orders (as defined below) in accordance with the requirements set forth in this Contract and such Service Order.

3.13. [The workload described in WMO's [tender document or Terms Reference or Statement of Work] is only an estimate of the total workload. WMO does not guarantee that it will meet or exceed any workload estimated.]

[For individual and framework contracts:]

3.14. [The Contractor shall perform the Services using the personnel listed in Annex [Annex]]

3.15. [Any other provisions regarding the Contractor's personnel (e.g., designation of managers, liaisons or points of contact that are appropriate.)

3.16. [The performance of the Contract will be monitored for compliance with the key performance indicators as detailed in Annex [Annex number].]

3.17. All time limits contained in this Contract shall be deemed to be of the essence in respect to the performance of the Services. However, WMO shall be solely responsible for any delays caused by WMO's failure to cooperate fully with any work program as agreed between WMO and the Contractor.

3.18. Any work outside the agreed scope of the Services shall be considered a modification of the Contract, and must be agreed upon by a written amendment to this contract.

ARTICLE 4

[GOODS ORDERS AND SERVICE ORDERS]⁶

4.1. WMO shall issue to the Contractor,

4.1.1. Orders [in the form contained in Annex [__]], setting out the quantities and types of Goods required and other instructions for the delivery of Goods (each, a "Goods Order").

4.1.2. Orders [in the form contained in Annex [__]], setting out the Services required and other instructions for the performance of Services (each, a "Service Order").

4.2. No Goods Order or Service Order (collectively, the "Order") shall be valid unless authorized and signed by a WMO official. Each Order shall, at a minimum, make reference to this Contract, and indicate in Goods Orders, as applicable, the quantities and types of Goods ordered, [unit price(s) and] total price of Goods being ordered, time of delivery, and destination; and in Service Orders, as applicable, the type of Services ordered, the applicable [rates] [fees] [and total fee for the Services being ordered, schedule for performance, and other relevant details]. The Orders shall be transmitted to the Contractor by [means of transmission] [other details of Order transmittal and acknowledgment].

4.3. All Orders issued by WMO pursuant to this Contract, and all Goods supplied and Services performed by the Contractor pursuant to such Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of an Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.

4.4. The Contractor shall promptly acknowledge receipt of each Order, and the date of its receipt, by [manner of confirmation]. Any failure by the Contractor to provide such acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.

4.5. [The Contractor shall accept changes to or cancellations of Orders by WMO without penalty or charge, provided WMO gives written notice of such change or cancellation not later than [number] days [following issuance of the Order] [prior to the scheduled delivery date of the Goods] [prior to the scheduled performance date of the Services] [after a Service commenced for the unused portion of the Service Order]].

⁶ Include if the Goods and Services will be ordered by orders under a framework contract.

4.6. WMO shall have no obligation to purchase minimum quantities of goods or services from the Contractor and 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.

**ARTICLE 5
PRICE AND FEES; PAYMENT**

5.1. In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, WMO shall pay the Contractor, for the Goods, [[currency] [amount in words and figures] per unit][as set forth in the Price List]] [OR] [[a total fixed price of [currency][amount in words and figures] for all of the Goods]], and for the Services, [[a total fixed fee of [currency] [amount in words and figures] [in instalments of [] as set forth [below:] [in the Price and Fee List.]] [OR] [a [monthly] [daily] [hourly] fee of [currency] [amount]] [OR] [[currency] [amount] per [describe the unit]] [OR] [fees at the rates as set forth [below:] [in the Price and Fee List.]].

5.2. [A day shall be calculated as eight working hours. Payment may be based on fractions of the daily rate.] [Payment for daily and hourly billed Services will be made on a monthly basis in accordance with the actual number of hours or days worked in each calendar month, which in turn will be planned and agreed by the Parties in advance, depending on WMO's requirements.]⁷

5.3. [The price of the Goods and [fees/rates] for the Services shall remain fixed during the Initial Term [and the Extended Terms] of the Contract.]⁸ [OR] [With respect to the Extended Terms, any increase in the rate for the Extended Terms shall be [number in words and figures]% of the existing rates set forth in this Section 5.1.]⁹

5.4. The price and fee shall include all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract, including, all travel costs, taxes, duties, levies, fees and other charges of any nature imposed by any authority or entity.

5.5. The price and fee is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of this Contract.

5.6. Invoices by the Contractor shall include the contract number or purchase order number, and shall be submitted email to rga@wmo.int

5.7. Payments under this Contract shall be made to the Contractor [30 days] from receipt of the Contractor's invoice and certification by WMO that the Goods and/or Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless WMO disputes the invoice or a portion thereof. Payments shall be made by [description of payment instructions]. All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

Name of Bank: []
Bank Address: []
Bank ID: []
(SWIFT/BIC)
Account No.

⁷ Include as appropriate.

⁸ This sentence should be included only if applicable to the Initial Term and/or the Extended Term.

⁹ This sentence should be included only if applicable to the Extended Term, and only where the price is based on a rate (as opposed to a fixed fee).

or IBAN: []
(IBAN if the bank is within EU/EEA)
Account holder: []
Routing
Instructions: []
(if necessary)

5.8. The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by WMO in connection with a dispute.

**ARTICLE 6
LEGAL NOTICES**

6.1. Except as otherwise specified in this Contract, all legal notices and other formal communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested or certified mail transmitted to the Party for whom such notice or communication is intended, at the address shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

[Name and address of Contractor]
Attn: [name/title]
Email: [number]

If to WMO:

World Meteorological Organization
Attn: Procurement Officer
7 bis Avenue de la Paix CP 2300,
1211 Geneva 2,
Switzerland
Email:

6.2. Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

**ARTICLE 7
DESIGNATION OF THE PARTIES CONTRACT MANAGER**

7.1 For the purpose of the performance of this Contract, the following individuals have been designated by the Parties to represent them as far as their own individual competence and qualifications are concerned ("Contract Manager(s)"). It is understood that any decisions by such Contract Managers which would increase or decrease WMO's financial liability shall only be binding on WMO if they are the subject of a formal amendment to this Contract, duly signed by the Authorized Official.

1. WMO has designated as its Contract Manager the following person(s):

Name:
Title:

Email address
Tel:

2. The Contractor has designated as its Contract Manager the following person(s)

Name:
Title:
Email address:
Tel:

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ARTICLE 8 SETTLEMENT OF DISPUTES

8.1 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.

ARTICLE 9 PRIVILEGES AND IMMUNITIES

9.1 The World Meteorological Organization (WMO) is recognized by the United Nations as a Specialized Agency. The Convention on the Privileges and Immunities of the Specialized Agencies is applicable to the WMO. Nothing contained in the contract shall be deemed a waiver, express or implied, of any of the privileges and immunities provided to the WMO by the Convention on the Privileges and Immunities of the Specialized Agencies.

The Parties have, through their authorized representatives, executed this Contract on the dates herein below written.

FOR [NAME OF CONTRACTOR]

FOR THE WORLD METEOROLOGICAL ORGANIZATION

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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