



WORLD METEOROLOGICAL ORGANIZATION

GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND SERVICES

1. LEGAL STATUS OF THE PARTIES

The WORLD METEOROLOGICAL ORGANIZATION (WMO), and the Contractor (referred to individually as a Party and together as the Parties) have the following legal status:

1.1.1. WMO has full juridical personality, including the ability to contract, and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes pursuant to the Convention of WMO;

1.1.2. The Contractor is an independent contractor. Nothing contained in or relating to the Contract will be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent;

1.1.3. The employees, officials, representatives, staff or subcontractors ("Personnel") of either of the Parties will not be considered in any respect as being the employees or agents of the other Party. Each Party is solely responsible for all claims arising out of or relating to the engagement of its respective Personnel.

2. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the 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 WMO. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on WMO.

3. SUBCONTRACTING

3.1 In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of WMO for all subcontractors.

The approval of WMO of a subcontractor shall not relieve the Contractor of any of its obligations under the Contract and the Contractor is solely responsible for the goods and services provided by a subcontractor in the framework of the Contract, including their quality. The terms of any subcontract shall be subject to and conform with the provisions of this Contract.

3.2 The Contractor will be responsible for ensuring compliance with the above terms, as for its own Personnel, and for any subcontractors and its Personnel who are performing any part of the Contractor's obligations. Except with the prior written authorization to subcontract by WMO of the subcontractor selected, the

Contractor will ensure that its subcontractor(s) do not subcontract, assign, transfer, pledge or make any other disposition of the Contract, of any part of it, or of any of its rights, claims or obligations. The provisions of this Article 3.2 apply to any subcontractor who, in turn, requires the services of a subcontractor.

4. PERFORMANCE

4.1 Compliance with applicable laws by the Contractor

In addition to and without prejudice to what is referenced in Article 28.1, the Contractor shall comply with all applicable laws, ordinances, regulations and rules bearing upon the performance of its obligations and, in particular, those concerning terms of employment, conditions of work and any collective agreements to which it is a party.

4.2 Duty of care

The Contractor undertakes to perform its obligations in good faith with the fullest regard to the interests of WMO, providing its expertise and relevant professional advice, using the degree of skill, care, and diligence to be expected from an entity performing in the trade or industry concerned in the area where work is carried out. If the Contractor becomes aware of any circumstances or information that may threaten the proper performance of the Contract, it shall immediately notify WMO.

4.3 Sustainability

- (a) The Contractor retains the responsibility to carry out the performance of the Contract in a resource-efficient way minimizing environmental harm. Environmental harm shall be defined as any adverse effect on the quality or physical characteristic(s) of the environment that is conducive to ecological health, public amenity or safety.
- (b) The Contractor shall take all reasonable and practicable measures to prevent or minimize environmental harm. In carrying out its functions, the Contractor shall consider:
 - (i) The overall impact of the nature of activities on the natural environment;
 - (ii) Nature of the harm or potential harm;
 - (iii) Sensitivity of the natural environment it is operating in;
 - (iv) Best practice; and

- (v) Appropriateness of possible measures preventing or minimizing environmental harm.

4.4 Responsibility of personnel

- 4.4.1 Each Party is solely responsible for the professional and technical competence of its respective Personnel, which will permit that Party to effectively perform its obligations.
- 4.4.2 The Contractor will bring to the attention of its Personnel their conditions of work and any other information relevant to the performance of the Contract — including, without limitation, Article 27.1 (Officials not to benefit) Article 28.2 (Proscribed Practices), Article 35(Sexual Exploitation) — including through the posting of notices in conspicuous places in the establishments and workplaces concerned and, where effective enforcement does not exist, provide for a system of inspection adequate to ensure effective enforcement.
- 4.4.3 WMO reserves the right to request the withdrawal or replacement of any of the Contractor's personnel, at any time, including in the case of demonstrable poor performance or misconduct by the Contractor's personnel. Such a request shall be in writing and shall not be unreasonably withheld by the Contractor.
- 4.4.4 If any of the Contractor's personnel are removed by the Contractor or for any reason are no longer available, the Contractor will replace said Personnel with individuals possessing equal or better knowledge, experience and ability to perform its obligations.
- 4.4.5 Regardless of cause, the withdrawal and replacement of the Contractor's personnel will be carried out in a manner that will not adversely affect the Contractor's ability to perform its obligations.

4.5 Items furnished by WMO

- 4.5.1 The Contractor is solely responsible for the arrangement, provision and operation of all equipment, supplies, related support services and Personnel (including any related costs so incurred) necessary for the Contractor to perform its obligations.
- 4.5.2 Where proprietary items (including without limitation devices, documents, maps, patterns, photographs, plans, recommendations, records, reports, samples, source codes, and software) or goods are funded or provided by WMO to the Contractor or are developed by the Contractor for WMO to support the performance of the Contractor's obligations, the following terms apply:

4.5.2.1 The Contractor acknowledges and agrees that WMO hereby disclaims any and all warranties regarding the functionality or installation of the foregoing. The Contractor is solely responsible for their installation (e.g. any Personnel, tools, materials or other goods necessary for installation), maintenance and functioning;

4.5.2.2 The Contractor will promptly report to WMO each loss, damage or theft of the foregoing;

4.5.2.3 Title to the foregoing will be retained by WMO. The Contractor will not cause or permit any lien, claim or other encumbrance to be attached to any or all of the foregoing, or to any other item that is the subject matter of the Contract; and

4.5.2.4 Upon the termination or expiration of the Contract, all such proprietary items and goods will be returned to WMO in the same condition as when delivered to the Contractor, excluding normal wear and tear. Their return, or other disposal as WMO may direct, will be at the Contractor's expense. Upon termination or expiration of the Contract, the Contractor will take all reasonable measures to avoid any loss of or deterioration to such proprietary items or goods.

4.5.3 As directed by WMO, the Contractor will:

- (i) Compensate WMO for actual costs of any loss of, damage to, or deterioration of such proprietary items and goods that is beyond normal wear and tear;
- (ii) Replace as new the lost or damaged proprietary items or repair them; or
- (iii) Indemnify WMO for the cost of replacing as new the lost or damaged proprietary items or repairing them.

4.6 Access

4.6.1 If any of the contractual obligations will be performed on WMO premises, WMO will facilitate access in line with requirements for such performance. The Contractor will ensure that its Personnel comply with WMO safety and security requirements and any other relevant WMO Rules and Procedures while on WMO premises, as well as with the instructions given by designated WMO officials.

4.6.2 If any of the contractual obligations require access to the WMO Information Technology (IT) systems, infrastructure or applications, WMO will grant access rights in line with requirements for such performance. The Contractor will only allow access to its Personnel on a "need to know" basis. Each access right will be unique corresponding to an assigned individual user (i.e. non-transferrable). In the event that the Contractor's personnel is replaced (temporarily or permanently) or withdrawn, the Contractor will inform WMO in writing so as to permit the original access right to be de-activated and, as necessary, a new unique access right to be assigned.

4.6.3 End-user computing devices such as personal computers, laptops, smartphones, and tablets used to access the WMO IT systems, infrastructure or applications will comply with any WMO instructions on end-user computing devices and be in conformity with industry standards.

4.7 Installation, maintenance, training

Where installation, maintenance or training is required, the following terms apply:

4.7.1 The Contractor, in a timely manner, will arrange for and provide all equipment, supplies, related support services and Personnel necessary to complete the installation, maintenance or training;

4.7.2 Unless otherwise provided in the Contract, all costs related to the installation, maintenance or training will be borne by the Contractor;

4.7.3 WMO will be permitted to monitor the installation or maintenance work, as well as to oversee the training; and

4.7.4 The Contractor will train any persons identified by WMO in the installation, operation, maintenance, etc., of the goods or services described in the Contract.

4.8 Warranties of service

4.8.1 Without prejudice to Article 4.2 above (Duty of care), the Contractor warrants that any services provided in accordance with the Contract will meet the specifications, time frames and related requirements contained in the Contract. All materials and workmanship utilized in performing the services will be of the respective kind(s) described in the Contract and free from defects. Materials not conforming to the specifications contained in the Contract will not be used in performance of the Services without prior written approval of WMO.

4.8.2 If the services do not meet the requirements referred to above, the Contractor will, at its own expense, either by repair or replacement, correct, promptly modify or change any faulty workmanship, materials, parts and equipment supplied by it to the extent necessary to satisfy the above warranty.

4.8.3 If any defect or failure in the services cannot be rectified by remedial measures within the period agreed by the Parties, the Contractor will be considered to be in default and in addition to exercising any termination right, WMO has the right to independently replace the services and the Contractor will be obligated to reimburse WMO in full for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by WMO to the Contractor.

4.9 Performance issues

4.9.1 Should the Contractor encounter conditions that do not constitute force majeure and which impede, or are likely to impede, timely and/or

satisfactory performance of the Contract, the Contractor shall:

4.9.1.1 Notify WMO by email as soon as being made aware of such conditions with full particulars, including the likely duration and the cause. The Parties will consult, as soon as practicable, after receipt of such notice to evaluate any available means of mitigation or appropriate remedies;

4.9.1.2 Be liable for any increase in the price payable by WMO resulting from the procurement of all or part of the goods or services, including from other sources, which the Contractor failed to provide in accordance with the Contract; and

4.9.1.3 Pay to WMO as liquidated damages a sum equal to three-tenths of one (0.3) per cent of the Contract price for each day of delay until actual delivery or performance, up to a maximum of ten (10) per cent of the Contract price. The liquidated damages amount specified herein is intended to reasonably compensate WMO.

4.9.2 WMO may apply the additional costs incurred or recover such liquidated damages, by deduction or otherwise, against future amounts owed by WMO to the Contractor.

4.9.3 In addition to and without prejudice to the rights of WMO as stated in Article 12.5, WMO may record performance issues by the Contractor and share the record with entities of the United Nations System and multilateral development finance institutions. Such a record may negatively affect future business opportunities with WMO.

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 purchase of goods under the Contract.

5.1 Delivery of goods

The Contractor shall hand over or make available the goods, and 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 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 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 WMO.

5.2 Inspection of the goods

If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify WMO when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, 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 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 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 and 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 WMO receives all necessary transport documents in a timely manner so as to enable 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 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, manufacture and workmanship;

5.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide WMO with the benefit of all manufacture 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 WMO in accordance with the Contract;

5.5.7 During any period in which the Contractor's warranties are effective, upon notice by 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 WMO for the purchase price paid for the defective goods; and,

5.5.8 The Contractor shall remain responsive to the needs of 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 WMO be required to accept any goods that do not conform to the specifications or requirements of the Contract. 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 WMO be obligated to accept any goods unless and until WMO has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that WMO shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until WMO in fact provides such written acceptance. In no case shall payment by WMO in and of itself constitute acceptance of the goods.

5.7 Rejection of goods

Notwithstanding any other rights of, or remedies available to 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, WMO, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from WMO of such rejection or refusal to accept the goods, the Contractor shall, in sole option of WMO:

5.7.1 Provide a full refund upon return of the goods, or a partial refund upon return of a portion of the goods, by 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 WMO.

5.8 In the event that WMO elects to return any of the goods for the reasons specified in Article 5.7, above, WMO may procure the goods from another source. In addition to any other rights or remedies available to 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 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 WMO upon delivery of the goods and their acceptance by 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 WMO under the Contract. The Contractor shall procure any such export licence in an expeditious manner. Subject to and without any waiver of the privileges and immunities of WMO, WMO shall lend the Contractor all reasonable assistance required for obtaining any such export licence. Should any governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export licence, the Contractor shall promptly consult with WMO to enable 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, 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 subcontractors, 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 subcontractors. The obligations under this article do not lapse upon termination of the 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 workers' compensation insurance, or its equivalent, with respect to its Personnel 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 including WMO and its Personnel 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 subcontractors performing work or services in connection with this Contract.

7.4 Except for the workers' compensation insurance, the insurance policies under this article shall:

7.4.1 Name WMO as additional insured;

7.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against WMO;

7.4.3 Provide that WMO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

7.5 The Contractor shall, upon request, provide 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 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 WMO.

9. DATA PROTECTION

9.1 Transfers of WMO Data

Subject to Article 9.3 below, if any of the contractual obligations require access to confidential WMO data including personal data ("WMO Data"), WMO will

transfer such WMO data necessary for the performance of the Contractor's obligations.

9.2 Use of WMO Data

Use (including accessing, processing, retention, storage) of WMO data is limited to the purposes contained in the Contract and such use shall be limited to Contractor's personnel on a "need to know" basis. Use of WMO data for internal research, marketing, sales, or promotional purposes is strictly prohibited. Subject to Article 12 below (Confidential nature of documents and information), the Contractor shall treat WMO data as confidential and may neither disclose it nor make it available to any third party except with the prior written authorization of WMO.

9.3 Compliance

The Contractor confirms that it has a data protection policy in place that meets applicable legal requirements and that it shall apply such a policy to WMO data. The Contractor will implement technical and organizational measures to ensure appropriate protection of WMO data, in conformity with industry standards. In addition, the Contractor shall:

9.3.1 At its own expense and risk, return, delete, or destroy all WMO data, including data backups, upon written instruction of WMO. WMO shall provide a reasonable period of time and take into account the termination or expiration date of the Contract;

9.3.2 Process, retain or store the WMO data and ensure adequate legal protection of the privileges and immunities of WMO; and

9.3.3 Be liable for any resulting damages or penalties for its failure to comply with its obligations.

9.4 Data security

9.4.1 Upon discovery of a data security breach, the Contractor shall notify WMO by email as soon as being made aware of such breach and undertake at its own expense to:

9.4.1.1 Propose immediate remedial actions (including containment);

9.4.1.2 Implement, as directed by WMO, all necessary damage mitigation and remedial actions;

9.4.1.3 Where applicable, as directed by WMO, restore WMO and end-users' access;

9.4.1.4 Keep WMO informed of its progress.

9.4.2 The Contractor, at its own expense, shall cooperate fully with any WMO investigation, remediation steps, and response to a data security breach.

9.4.3 If the Contractor fails to implement the measures provided in Article 9.4.1 above within seven (7) calendar days of notification to WMO of the data security breach, the Contractor shall pay to WMO as liquidated damages a sum equal to three-tenths of one (0.3) per cent of the Contract price for each day of delay until such measures are undertaken, up to a maximum of ten (10) per cent of the Contract price.

9.4.4 WMO may apply the additional costs incurred or recover such liquidated damages, by deduction or otherwise, against future amounts owed by WMO to the Contractor.

10. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

10.1 Except as is otherwise expressly provided in writing in the Contract, 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 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 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, WMO does not and shall not claim any ownership interest thereto, and the Contractor grants to WMO a perpetual licence to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

10.3 The Contractor undertakes to obtain, at its own expense, permission to use any third party protected rights that are necessary for the performance of the Contract (including an unlimited perpetual transferable licence to WMO) and will provide evidence upon request.

10.4 At the request of 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 WMO in compliance with the requirements of the applicable law and of the Contract.

10.5 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 WMO, shall be made available for use or inspection by 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 WMO

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with WMO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of WMO, or any abbreviation of the name of WMO in connection with its business or otherwise without the written permission of WMO.

12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that are considered proprietary by either Party or that are delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that are 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;

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 confidentially 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;

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 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.

12.4 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 WMO, the Contractor will give WMO sufficient prior notice of a request for the disclosure of Information in order to allow WMO to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

12.5 WMO may disclose or otherwise use any information related to the Contract to another entity of the United Nations System or a multilateral development finance institution, including without limitation information relating to Article 4.9 (Performance Issues) or the Contractor's failure to comply with the provisions of Articles 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37.

12.6 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, 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 all cases, 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 WMO may terminate forthwith the Contract

14.2.1 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.

14.2.2 The Contractor is found to have made a willful or fraudulent misrepresentation in the making of or performance of the Contract, regardless of when the misrepresentation is discovered.

14.2.3 WMO becomes aware of any incident or allegation of infringement by the Contractor or its personnel of any of its obligations contained in Article 9 (Data Protection).

14.2.4 WMO becomes aware of any incident or allegation of breach by the Contractor or its personnel of any of the obligations contained in Article 27 (Officials not to Benefit and Conflict of Interests).

14.3 WMO may, by written notice, terminate the Contract and/or apply any sanctions provided for in the WMO applicable Rules and Procedures on vendor sanctioning in the event that the Contractor has engaged or is suspected to have engaged in any of the Proscribed Practices defined in Article 28.2, or in a breach of the obligations set forth in Articles 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37;

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, WMO may, without prejudice to any other right or remedy, under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform WMO of the occurrence of any of the above events.

14.5 In the event of any termination by WMO under this Article, no payment shall be due from WMO to the Contractor except for work and services satisfactorily performed prior to the notice of termination in conformity with the express terms of this Contract.

14.6 The provisions of this Article 14 are without prejudice to any other rights or remedies of WMO under the Contract or otherwise.

15. WITHHOLDING OF PAYMENTS

15.1 In addition to, and without prejudice to any other rights or remedies that WMO may have under these General Terms and Conditions or the Contract, WMO may withhold payment in respect of any invoice if it considers that:

15.1.1 The Contractor fails to remedy unsatisfactory performance, when such failure has been drawn to the Contractor's attention by WMO;

15.1.2 The Contractor fails to fulfil certain conditions required by the Contract before claiming payment;

15.1.3 The Contractor fails to submit on time any required document or report;

15.1.4 The Contractor has not provided sufficient documentation in support of the invoice.

15.2 Where an invoice is disputed in part, WMO shall pay the Contractor any undisputed portion, and the Parties shall consult in good faith to promptly resolve outstanding issues. Once the dispute has been resolved, WMO shall pay the Contractor the relevant amount within thirty (30) calendar days.

15.3 The Contractor shall not be entitled to interest on any late payment or any sums payable under the Contract or any accrued interest on payments withheld by WMO in accordance with this article.

15.4 The withholding by WMO of any payment under this article shall not affect the Contractor's obligation to continue performance of its obligations under the Contract.

16. RESTRICTIONS ON ADVERTISING

16.1 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. Such restrictions shall not apply to the mention of WMO for the purposes of the Contractor's annual or other reporting obligations (e.g. audit, board, shareholders).

16.2 WMO reserves the right to publish on the Internet, including the websites of WMO and the United Nations Global Marketplace (UNGM), or otherwise make public the Contractor's name and address as well as basic information regarding the Contract, including the amount of the Contract.

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 purpose 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, WMO shall have no obligation to purchase any 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 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. If the Parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either Party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing. There shall be one conciliator. The conciliation shall be in Geneva, Switzerland, and it shall be conducted in English.

19.2 Arbitration

19.2.1 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 prevailing. The number of arbitrators shall be one. The arbitration shall be held in Geneva, Switzerland and it shall be conducted in English.

19.2.2 The decisions of the arbitral tribunal shall be based on the 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 five (5) per cent, 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 WMO, including its subsidiary organs and personnel.

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 WMO from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with WMO to determine a mutually acceptable procedure.

21.2 The Contractor authorizes WMO to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with WMO before the payment thereof and 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 WMO with written evidence that payment of such taxes, duties or charges have been made and appropriately authorized, and WMO shall reimburse the Contractor for any such taxes, duties, or charges so authorized by WMO and paid by the Contractor under written protest.

22. MODIFICATIONS

No modification or change in this Contract shall be valid and enforceable against WMO unless provided by an amendment to this Contract signed by the Contractor and the Chief of the Procurement and the Contract Management Section.

23. AUDITS AND INVESTIGATIONS

23.1 Each invoice paid by WMO shall be subject to a post-payment audit by auditors, whether internal or external, of WMO or by other authorized and qualified agents of 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. WMO shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by WMO other than in accordance with the terms and conditions of the Contract.

23.2 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 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 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 37 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle WMO to terminate the Contract or any other contract with 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 WMO in connection with the performance of its obligations under the Contract. Should any authority external to WMO seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify WMO and provide all reasonable assistance required by 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 WMO, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of WMO.

27. OFFICIALS NOT TO BENEFIT AND CONFLICTS OF INTEREST

27.1 Officials not to benefit

The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of WMO any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with WMO or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

27.2 Conflicts of interest

No employee, officer, adviser, agent and/or subcontractor of the Contractor assigned to perform services under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the services or goods to be provided under the Contract if this constitutes a Conflict of Interest. If at any stage of the procurement process or during Contract performance, a Conflict of Interest arises, or appears likely to arise, including any situation in which the interests of the Contractor conflict with the interests of WMO or any situation in which any WMO official, employee or person under a contract with WMO may have, or appears to have, an interest of any kind in the Contractor's business or any kind of economic or personal ties with the Contractor, then the Contractor shall immediately notify WMO in writing, setting out all relevant details. The Contractor shall take such steps as WMO may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of WMO.

28. OBSERVANCE OF THE LAW AND PROSCRIBED PRACTICES

28.1 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.

28.2 Proscribed Practices

The Contractor represents and warrants that neither it nor its Personnel has engaged and shall not engage in Proscribed Practices – as defined in Article 28.2.1 below – during the procurement process and the performance of the Contract.

28.2.1 The Contractor fully acknowledges and agrees on the following definitions of conduct or behaviour that constitute Proscribed Practices (Proscribed Practices):

28.2.1.1 "Fraud" or "fraudulent practice": any act or omission whereby an individual or entity knowingly misrepresents or conceals a fact:

- (i) In order to obtain an undue benefit or advantage or avoid an obligation for himself, herself, itself, or a third party; and/or
- (ii) In such a way as to cause an individual or entity to act, or fail to act, to his, her or its detriment;

28.2.1.2 "Corruption" or "Corrupt practice": the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

28.2.1.3 "Coercion" or "Coercive practice": an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the Party to improperly influence the actions of a party;

28.2.1.4 "Collusion" or "Collusive practice": an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

28.2.1.5 "Unethical practice": any conduct or behaviour that entails an actual, potential, or perceived Conflict of Interest. This may include the receipt of gifts and hospitality, violation of post-employment provisions, or non-compliance with other published requirements of doing business with WMO; and

12.2.1.6 "Obstruction" or "Obstructive practice": the deliberate destruction, falsification, alteration or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede an investigation into allegations of the foregoing; and/or threatening, harassing, or intimidating another to prevent them from disclosing their knowledge of matters relevant to an investigation or from pursuing an investigation; or an act intended to materially impede the exercise of the inspection and audit rights of WMO.

28.3 Full disclosure

28.3.1 The Contractor will immediately notify WMO upon becoming aware of any Proscribed Practices or violation of Articles 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 of these General Conditions or suspicion thereof, by itself or its Personnel during the procurement process or the performance of the Contract. The Contractor will take all appropriate measures to prohibit and prevent its Personnel from engaging in Proscribed Practices or violation of Articles 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 as well as to investigate allegations thereof, or to take corrective action when such Proscribed Practices or violations have occurred.

28.3.2 The Contractor further warrants that it is not the subject of any sanctions, or otherwise identified as ineligible by any government, supranational organization (e.g. European Union), another entity of the United Nations System or multilateral development finance institution. The Contractor will disclose to WMO if it becomes subject to any sanction during the term of the Contract. The Contractor recognizes that a breach of this provision constitutes fraudulent practice.

29. CHILD LABOUR

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. SLAVERY OR SERVITUDE

31.1 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 provisions set forth in Article 4 of the Universal Declaration of Human Rights, which requires that no one shall be held in slavery or servitude; slavery and the slave trade shall be prohibited in all their forms. The Contractor shall take all appropriate measures to prevent such acts of slavery or servitude to be committed by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract.

31.2 The Contractor shall immediately report to WMO regarding any allegation of slavery or servitude.

31.3 Any breach by the Contractor of its obligations under this article shall lead to automatic termination of the Contract by WMO. The Contractor shall forthwith reimburse to WMO any payment already received in respect to the Contract.

32. FORCED OR COMPULSORY LABOUR

32.1 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 any practice inconsistent with the provisions of the Forced Labour Convention, 1930, which prohibits the use of forced or compulsory labour in all its forms. The Contractor shall take all appropriate measures to prevent such acts of forced or compulsory labour to be committed by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract.

32.2 The Contractor shall immediately report to WMO regarding any allegation of forced or compulsory labour.

32.3 Any breach by the Contractor of its obligations under this article shall lead to automatic termination of the Contract by WMO. The Contractor shall forthwith reimburse to WMO any payment already received in respect to the Contract.

33. HUMAN TRAFFICKING

33.1 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 recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs inconsistent with the provisions of the Protocol to Prevent, Suppress and Punish Trafficking in Persons Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime. The Contractor shall take all appropriate measures to prevent such acts of human trafficking to be committed by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract.

33.2 The Contractor shall immediately report to WMO regarding any allegation of human trafficking.

33.3 Any breach by the Contractor of its obligations under this article shall lead to automatic termination of the Contract by WMO. The Contractor shall forthwith reimburse to WMO any payment already received in respect to the Contract.

34. TORTURE AND INHUMAN TREATMENT

34.1 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 any practice inconsistent with Article 5 of the Universal Declaration of Human Rights, Article 7 of the International Covenant on Civil and Political Rights and the Declaration on the Protection of All Persons from Being Subjected to Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment which prohibits torture and other cruel, inhuman or degrading treatment or punishment. The Contractor shall take all appropriate measures to prevent such acts of torture or inhuman treatment to be committed by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract.

34.2 The Contractor shall immediately report to WMO regarding any allegation of Torture and Inhuman Treatment.

34.3 Any breach by the Contractor of its obligations under this article shall lead to automatic termination of the Contract by WMO. The Contractor shall forthwith reimburse to WMO any payment already received in respect to the Contract.

35. PREVENTION OF HARASSMENT AND SEXUAL EXPLOITATION

35.1 The Contractor shall make its best efforts to create and maintain an environment that treats all employees with dignity and respect, and to ensure that its own suppliers, affiliated entities and any subcontractors neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse.

35.2 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 aged less than eighteen (18) 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 Personnel or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitative or degrading to any person.

35.3 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 (18) 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.

36. TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that no funds received under the Contract are used, directly or indirectly, to provide support to individuals or entities associated with terrorism and that recipients of any funds provided by WMO do not appear on the list established by the United Nations Security Council Resolutions 2253 and 2368 (United Nations ISIL (Da'esh) & Al-Qaida Sanctions List).

37. RESPONSIBLE BUSINESS PRACTICES AND THE GLOBAL COMPACT

37.1 Responsible business practice

WMO requires the Contractor and its Personnel to support and respect the protection of internationally proclaimed human rights and to observe the highest ethical standards throughout its supply chain. The Contractor expressly agrees to abide by the United Nations Supplier Code of Conduct¹.

37.2 Global compact

¹ <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

The Contractor shall comply with the ten principles of the United Nations Global Compact².

38. MONITORING

The Contractor and its Personnel shall provide full and timely cooperation with WMO monitoring relating to any aspect of the Contract or the award thereof. Such cooperation includes the Contractor's obligation to make available its premises, Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions during the term of the Contract.

39. SURVIVAL

The obligations contained in Article 4.8 (Warranties of Services); 5.5 (Warranties); 6. (Indemnification); 7. (Insurance and Liability); 9. (Data Protection); 10. (Copyright, Patents and other Proprietary Rights); 12. (Confidential Nature of Documents and Information); 16. (Restrictions on advertising); and 23. (Audit and investigations) survive the termination or expiration of the Contract.

October 2024

² <https://unglobalcompact.org/>