

CONDITIONS OF SERVICE

1. LEGAL STATUS

Institutions engaged under an institutional contractual agreement shall be considered as having the legal status of an independent contractor. Agents or employees of the contractor shall not be considered in any respect as being officials or staff members of the United Nations University.

2. OBLIGATIONS

The Contractor shall neither seek nor accept instructions from any authority external to the United Nations University in connection with the performance of its services under this agreement. The contractor shall refrain from any action which may adversely affect the United Nations University and shall fulfill its commitments with fullest regard for the interests of the United Nations University. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations University. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations University or any abbreviation of the name of the United Nations University in connection with its business or otherwise. The contractor may not communicate at any time to any other person, Government or authority external to the United Nations University any information known to the contractor by reason of its association with the United Nations University which has not been made public, except in the course of its duties or by authorization of the Rector of the United Nations University or his designate; nor shall the contractor at any time use such information to private advantage. These obligations do not lapse upon cessation of the contractor's service with the United Nations University.

3. TITLE RIGHTS

(a) The United Nations University shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the United Nations University by the contractor. Any material published by, or on behalf of, the contractor in this regard shall contain appropriate reference to the United Nations University, and a copy of such published material shall be provided to the United Nations University. At the request of the United Nations University, the contractor shall assist in securing such property rights and transferring them to the United Nations University in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the United Nations University shall rest with the United Nations University, and any such equipment shall be returned to the United Nations University at the conclusion of this agreement or when no longer needed by the contractor. Such equipment, when returned to the United Nations University, shall be in the same condition as when delivered to the contractor, subject to normal wear and tear.

4. TERMINATION OF AGREEMENT

(a) This institutional contractual agreement may be terminated by either party before the expiry date of the agreement by giving notice in writing to the other party. The period of notice shall be five days in the case of agreements for a total period of less than two months and fourteen days in the case of agreements for a longer period.

(b) In the event of the agreement being terminated prior to its due expiry date in this way, the contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations University. Additional costs incurred by the United Nations University resulting from the termination of the agreement by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations University.

5. ASSIGNMENT OF PERSONNEL

The contractor shall not assign any persons other than those accepted by the United Nations University for work performed under this agreement.

6. INDEMNIFICATIONS AND INSURANCE

(a) The contractor shall indemnify, hold and save harmless and defend at its own expense the United Nations University, its officers, agents and employees from and against all suits, claims demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the contractor or its employees in the performance of services under this agreement.

(b) The contractor shall provide and thereafter maintain for the duration of this agreement and any extension thereof all appropriate workmen's compensation insurance and furnish proof to the satisfaction of the United Nations University of adequate liability insurance.

7. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this agreement shall be deemed a waiver of any of the privileges and immunities of the United Nations University.

8. ARBITRATION

Any controversy or claim arising out of, or in accordance with this agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNICITRAL Arbitration Rules as at present in force. The party shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

9. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this agreement shall be made, except by prior written agreement between the authorized/certifying officer of the United Nations University and the contractor. The contractor shall not assign, transfer, pledge, sub-contract or make other disposition of this agreement or any part thereof, or of any of the contractor's rights, claims or obligations under this agreement except with the prior written consent of the United Nations University.

10. OFFICIALS NOT TO BENEFIT

The contractor represents and warrants that no official of the United Nations University has been, or shall be, admitted by the contractor to any direct or indirect benefit arising from this agreement or the award thereof. The contractor agrees that a breach of this provision is a breach of an essential term of this agreement.

11. OTHER PROVISIONS

Unless otherwise provided herein, the contractor shall bear all expenses of carrying out the work. The contractor shall not be entitled to any compensation or reimbursements except as explicitly provided in the present agreement, nor is the contractor authorized to commit the United Nations University to any expenditure or other obligations.