CONDITIONS OF SERVICE
FOR INSTITUTIONAL CONTRACTUAL AGREEMENT

1. LEGAL STATUS
   
a) Institutions engaged by the United Nations University (“UNU”) under an Institutional Contractual Agreement (“ICA”) shall be considered as having the legal status of an independent contractor. Nothing within or relating to this ICA shall establish the relationship of employer and employee, or of principal and agent, between the UNU and the Contractor.

   b) Any personnel, officials, representatives, employees or subcontractors of the UNU and of the Contractor shall not be considered in any respect as being the employees or agents of the other, and the UNU and the Contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS
   
a) The Contractor shall neither seek nor accept instructions from any authority external to the UNU in connection with the performance of its obligations under this ICA. Should any authority external to the UNU seek to impose any instructions on the Contractor regarding the Contractor’s performance under this ICA, the Contractor shall promptly notify the UNU and shall provide all reasonable assistance required by the UNU.

   b) The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under this ICA.

   c) The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of this ICA or the award thereof to any representative, official, member of the personnel, employee or other agent of the UNU.

   d) The Contractor shall not take any action in respect of its performance of this ICA or otherwise related to its obligations under this ICA that may adversely affect the interests of the UNU, and the Contractor shall perform its obligations under this ICA with the fullest regard to the interests of the UNU.

   e) The Contractor shall not advertise or otherwise make public the fact that it is a contractor with the UNU, without the written consent of the UNU.

   f) The Contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse,” and in the UNU Policy on Prohibited Conduct. In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin, and sexual harassment, as defined in the said Policy.

   g) The Contractor may not disclose to any third parties information and data known to the Contractor during the course of performance of this ICA that is considered proprietary by the UNU, except upon written consent of the UNU. The obligations set forth in this paragraph shall not cease upon expiration or termination of this ICA.

   h) The Contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of this ICA, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of this ICA. Nothing herein shall limit the right of the UNU to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
3. TITLE RIGHTS, AND UNU NAME AND EMBLEM

a) The UNU 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 UNU by the Contractor. The retention or exercise of such rights may be subject to special arrangements between the parties. Any material published by, or on behalf of, the Contractor in this regard shall contain appropriate reference to the UNU, and a copy of such published material shall be provided to the UNU. At the request of the UNU, the Contractor shall assist in securing such property rights and transferring them to the UNU in compliance with the requirements of the applicable law.

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

c) The Contractor may not use the name, emblem or logo of the United Nations University or any abbreviation of the name of the United Nations University in connection with its business or otherwise, without the written consent of the UNU.

4. INDEMNIFICATION AND INSURANCE

a) The Contractor shall indemnify, defend, hold and save harmless, the UNU, its officials, agents, servants and employees from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from, or relating to:

i. allegations or claims that the use by the UNU of any patented device, any copyrighted material or any other goods or services provided to the UNU for its use under the terms of this ICA, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or

ii. any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of this ICA, which give rise to legal liability to anyone not a party to this ICA, including, without limitation, claims and liability in the nature of a claim for workers’ compensation.

b) The Contractor shall provide and thereafter maintain for the duration of this ICA and any extension thereof (i) insurance against all risks in respect of its property and any equipment used for the implementation of this ICA, (ii) all appropriate worker compensation and employer liability insurance, or its equivalent, with respect to its personnel to cover claims for injury, illness, death or disability in connection with this ICA, and (iii) liability insurance in an adequate amount to cover claims including but not limited to claims for death or bodily injury, loss of or damage to property arising from or in connection with the provision of services under this ICA, or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its personnel performing work or services in connection with this ICA.

5. PROHIBITION ON ASSIGNMENT

The Contractor may not assign, delegate, transfer, pledge or make any other disposition of this ICA, of any part thereof, or of any of the rights, claims or obligations under this ICA, except with the prior written authorization of the UNU.

6. SUBCONTRACTORS

In the event that the Contractor requires the services of subcontractors to perform any obligations under this
ICA, the Contractor shall obtain the prior written approval of the UNU for any such subcontractors. The Contractor shall be solely responsible for all services and obligations performed by their subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with all of the terms and conditions of this ICA.

7. TERMINATION

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

b) In the event of this ICA 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 UNU. Additional costs incurred by the UNU resulting from the termination of this ICA by the Contractor may be withheld from any amount otherwise due to the Contractor from the UNU.

8. TAX EXEMPTION

a) Pursuant to Article II, Section 7 of the Convention on the Privileges and Immunities of the United Nations, the UNU is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use.

b) In the event any governmental authority refuses to recognize the UNU exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNU to determine a mutually acceptable procedure. The Contractor shall be responsible for any amount representing such taxes, duties or charges, unless it has consulted with the UNU before the payment thereof and the UNU has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNU with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

9. SETTLEMENT OF DISPUTES

a) The UNU and the Contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of this ICA 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.

b) Any dispute, controversy or claim between the parties arising out of this ICA, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on 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 this ICA, order the termination of this ICA, 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 this ICA, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. 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.

10. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this ICA shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations or of UNU, which is an autonomous organ of the General Assembly thereof.
11. AMENDMENTS

No amendment to this ICA shall be made, except by prior written consent between the parties.

12. OTHER PROVISIONS

Unless otherwise provided herein, the Contractor shall bear all expenses of carrying out the services provided under this ICA. The Contractor shall not be entitled to any compensation or reimbursements except as explicitly provided in this ICA, nor shall the Contractor commit the UNU to any expenditure or other obligations, without the written consent of UNU.