

UNOPS CONDITIONS OF SERVICES

**For contracts of a value of
less than USD 50,000**

UNOPS CONDITIONS OF SERVICES

1 - Contractor's Status In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. Neither the Contractor nor its employees are the employees of UNOPS. The Contractor assumes all liabilities or obligations imposed by any law or regulation with respect to such employees. The Contractor shall not have the authority to create any obligation on behalf of UNOPS and shall not represent itself as an agent, employee or in any other capacity of UNOPS. The Contractor shall be responsible for the professional and technical competence of its employees, who shall be expected to respect local customs and conform to a high standard of moral and ethical conduct.

2 - Damage to Persons and Property The Contractor shall indemnify and hold harmless UNOPS, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of this Contract.

3 - Intellectual Property Rights All intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, in all countries, with regard to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents and other materials, except pre-existing materials, publicly or privately owned, collected or prepared as a consequence of or in the course of the performance of this Contract, shall become the sole property of UNOPS. The Contractor shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Contractor's performance.

4 - Confidentiality All maps, drawings, plans, reports, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of UNOPS, shall be treated as confidential and shall be delivered only to the duly authorized representative of UNOPS upon completion of the Services.

5 - Advertising The Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed services for UNOPS or use the name, emblem or official seal of UNOPS or the United Nations or any abbreviation of the name of UNOPS or the United Nations for advertising purposes or any other purposes.

6 - Modifications Any modification or change to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNOPS.

7 - Sub-contracting and Assignment of Contract The Contractor shall not sub-contract the Services or otherwise assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Contract.

8 - Termination UNOPS may terminate this Contract for cause or convenience in the interest of the UNOPS upon not less than fourteen (14) days written notice to the Contractor. Upon termination of this Contract, the Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum. Unless such termination has been occasioned by the Contractor's breach of this Contract, the Contractor shall be entitled to be paid for the part of the Services satisfactorily completed as of the date of termination, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

9 - Privileges and Immunities Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of the United Nations of which the UNOPS is an integral part.

10 - Settlement of Disputes Any controversy or claim arising out of or in connection with provision of this Contract or any breach thereof, shall, unless resolved through direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules then in force. UNOPS and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.