

# MODEL CONTRACT

between

THE PREPARATORY COMMISSION

FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

ORGANIZATION

and

THE NAME OF THE CONTRACTOR

for

## **Talent Management Suite and Related Services**

(E-Recruitment including Roster, Onboarding, Performance Management, Career and Skill Development, Workforce Planning and Analytics)

This Contract comprises this cover page, (...) pages of text (including a table of contents and a signatories page), and 3 (three) Annexes (A to C)

November 2016

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- A- THE COMMISSION'S LICENSE AGREEMENT
- B- THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT
- C- THE COMMISSION'S TERMS OF REFERENCE
- D- THE CONTRACTOR'S PROPOSAL

# MODEL CONTRACT

This CONTRACT is entered into between THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as the “Commission”), having its headquarters located at Wagramerstrasse 5, 1400 Vienna, Austria, and [NAME OF THE CONTRACTOR] (hereinafter referred to as the “Contractor”), having its registered office located at [ADDRESS].

The Parties hereto mutually agree as follows:

## 1 DEFINITIONS

In this Contract, words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract and the Terms of Reference. In addition, the following words and expressions shall have the meanings hereby assigned to them:

“**Annex A**” means the Commission’s License Agreement.

“**Annex B**” means the Commission’s General Conditions of Contract

“**Annex C**” means the Commission’s Terms of Reference.

“**Annex D**” means the Contractor’s Proposal.

“**Contract**” means this document, its Annexes and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 20 below.

“**Contractor**” means the legal entity named in the preamble of this Contract or its successors. The Contractor shall be the only interface for all matters pertaining to execution of the Work under this Contract.

“**Goods**” means the equipment to be supplied and delivered by the Contractor under the Contract as requested by the Commission under the WO.

“**Services**” means the activities or tasks to be performed by the Contractor under the Contract as requested by the Commission under the WO.

“**Party(ies)**” means the Commission and/or the Contractor, as the context requires.

“**Rule(s)**” means any regulation(s), official directive(s), ordinance(s), guideline(s), customs and practices.

**“Work”/“Services”** means all the Goods and services to be provided by the Contractor, including its affiliates and/or subcontractors, in order to fulfil all its obligations under the Contract, and the remedying of any defects therein.

**Work Orders (‘WO’)** mean orders issued by the Commission which specify the (parts or portions of) Work to be performed by the Contractor upon request by the Commission in accordance with Annexes B and C.

## **2 AIM OF THE CONTRACT**

The aim of this Contract is to provide Talent Management Suite and Related Services (E-Recruitment including Roster, Onboarding, Performance Management, Career and Skill Development, Workforce Planning and Analytics), as and when required by the Commission.

## **3 ENTRY INTO FORCE, DURATION OF THE CONTRACT AND COMMENCEMENT AND COMPLETION OF THE WORK**

(a) The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties or on 2 January 2016, whichever is later (hereinafter referred to as the **“Effective Date”**) and shall be valid until the Parties fulfill all their obligations hereunder.

(b) The Services shall be completed no later than 12 (twelve) months after the Effective Date.

(c) For the Work in accordance with Section 2.3.2 of Annex C, the Commission shall have the right to call-off the Works in the form of WO within a period of 9 (nine) months from the Effective Date or the performance of 160 person-days by the Contractor, whichever occurs first (hereinafter referred to as the **“Call-off Period”**). The commencement and completion date for the performance of the Work under Section 2.3.2 of Annex C (hereinafter referred to as **“Commencement Date”** and **“Completion Date”**, respectively) will be set out in the respective WO. This sub-clause (b) shall also apply to any extension exercised under sub-clause (c) below.

(c) Optional Extension. The Commission shall have the right but not the obligation to extend the Call-off Period, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its decision to extend the Call-off Period at least one (1) month prior to the expiry of the preceding period.

The optional extension will be implemented through a written notification to the Contractor by the Commission.

#### **4 STANDARD OF WORK**

The Contractor shall perform the Work in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

#### **5 RESPONSIBILITIES OF THE CONTRACTOR**

- (a) The Contractor shall provide the Work described in Annexes C and D.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex B.
- (c) The Contractor acknowledges that after the completion of the Work under this Contract, the Commission shall own the Software and source code described in Annex B and the Contractor shall have no rights in that Software or source code unless granted by the Commission.

#### **6 ORGANISATION OF CONTRACT IMPLEMENTATION**

- (a) During the term of the relevant Call-off Period, the Commission has the right, but not the obligation, to initiate performance of Services through the issuance of individual WO in accordance with Section 2.3.2 of Annex C based on the firm fixed unit prices set out in Annex D. The Contractor shall not perform any Work if not requested by the Commission through a WO. However, the Contractor may propose WO for Commission's evaluation.
- (b) The WO issued by the Commission shall be the basis for acceptance, invoicing and payment of any Services performed by the Contractor.

- (c) The performance of Services shall be made in full in accordance with the respective WO. Partial service performance of a WO will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The Services shall be performed at the place and within the approved Work Plan specified in the relevant WO.
- (e) The Commission may revise a WO as and when it may deem necessary.

## **7 WARRANTY**

- (a) The provisions of Clause 28 of Annex A shall apply to the Works performed by the Contractor.

## **8 PERMITS, NOTICES, LAWS AND ORDINANCES**

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.
- (b) The Contractor shall give all notices required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

## **9 PROTECTION OF PERSONS AND PROPERTY**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
  - (i) all employees on the Commission's premises and all other persons who may be affected thereby;

- (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
  - (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
  - (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
  - (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
  - (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
  - (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
  - (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

## **10 RESPONSIBILITIES OF THE COMMISSION**

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the Services are carried out in accordance with Annexes B and C, and

shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Services.

## 11 CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, as follows:
- (i) A firm fixed price of [EURO/US\$] \_\_\_\_\_ [in numbers and words] for Services in accordance with Annex C, excluding Services under Section 2.3.2 of Annex C and Maintenance Support under Section 2.5 of Annex C;
  - (ii) For each WO issued during the Call-off Period specified in Clause 3(c), the firm fixed unit prices pursuant to Annex D [and, if and when applicable, the travel costs specified in Annex D];
  - (iii) subject to sub-clause (c) below and Clause 3(d) above, for each WO issued during the respective optional extension of the Call-off Period, the firm fixed unit prices pursuant to Annex D [and, if and when applicable, the travel costs specified in Annex D] for the respective extension;
  - (iv) A firm fixed price of [EURO/US\$] \_\_\_\_\_ [in numbers and words] for Maintenance Support in accordance with Section 2.5 of Annex C

(hereinafter referred to as the “Contract Price”).

[To be added if costs are not firm and fixed in Annex D] If applicable, DSA and airfare part of the travel costs shall be reimbursed by the Commission based on simple economy return airfare for the most direct route. In exceptional circumstances and with prior written approval of the Commission, the Contractor may be reimbursed for flexible economy return airfare. Any airfare paid by the Contractor in excess of the cost approved by the Commission in the WO shall be borne by the Contractor.

- (b) The unit prices set out in Annex D shall be held fixed for the entire duration of the Contract.
- (c) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).



- (d) [[Identify type [and amount] of Taxes] is/are applicable under this Contract. The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 12(e).]

**OR**

[No Taxes are applicable under this Contract.]

## **12 PAYMENT**

- (a) The Contract Price shall be paid in arrears upon satisfactory completion of the Services in accordance with Annexes C and D and for each WO and submission of the following:
- i) Invoice drawn up in accordance with this Clause 12;
  - ii) Any other documentation that might be required under the applicable WO.
- (b) The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made in [United States Dollar] [Euro] within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice, either by mail/courier or as an attachment to an email, directly to the relevant Party specified in the Notices Clause. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT and/or ABA codes for payment by electronic transfer.
- (e) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the

Taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

### **13 TEMPORARY SUSPENSION OF WORK**

The Commission may, at any time, temporarily suspend the Work, in whole or in part, being performed by the Contractor under this Contract by giving 30 (thirty) days' advance notice in writing to the Contractor. The Work so suspended shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

### **14 DELAYS AND EXTENSION OF TIME**

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 20 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 14 (a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

### **15 CONTRACTOR'S CLAIMS AND REMEDIES**

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of

time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

## **16 ENTIRE AGREEMENT**

This Contract represents the final agreement in respect of the Services and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to D and the WO(s) shall constitute integral parts of this Contract and shall be of full force and effect.

## **17 DISCREPANCIES**

If there are discrepancies or conflicts between any of the documents that are part of this Contract, the document to prevail shall be given precedence in the following order:

- (i) this document;
- (ii) the Commission's License Agreement (Annex A);
  - (v) the Commission's General Conditions of Contract (Annex B);
  - (vi) The Commission's Terms of Reference (Annex C)
- (iv) the Contractor's Proposal (Annex D);
  - (vii) the relevant WO.

## **18 SEVERABILITY**

If any term and/or provision of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

## **19 NO WAIVER**

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

## **20 CONTRACT AMENDMENT**

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written

amendment to this Contract, signed by duly authorized Representatives of the Contractor and of the Commission.

## **21 TRANSMISSION OF NOTICES AND OTHER DOCUMENTS**

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party as follows (or to such person/title, address, facsimile number or email address as the Party may substitute by notice after the date of the Contract):

- (a) The Commission:

For Contractual Issues:

*Chief, Procurement Section  
Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization  
(CTBTO)  
Vienna International Centre  
Wagramerstrasse 5, P.O. Box 1200  
1400 Vienna, Austria  
Tel: + (43 1) 26030 6350  
Fax: + (43 1) 26030 5948  
E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)*

For invoices and related enquiries:

*Accounts Payable  
CTBTO Financial Services Section  
Vienna International Centre  
Wagramerstrasse 5, P.O. Box 1200  
1400 Vienna, Austria  
Tel: + (43 1) 26030 6292  
E-mail [Payments@ctbto.org](mailto:Payments@ctbto.org)*

- (b) The Contractor:

[DETAILS]

## **22 EFFECTIVENESS**

- (a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
- (i) if delivered in person, at the time of delivery;
  - (ii) if by registered mail or courier, when received;
  - (iii) if by fax, when received in legible form;
  - (iv) if by electronic communication, when retrievable by the Commission in document form.

- (b) A communication given under Clause 22(a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

## **23 SOFTWARE LICENCE**

The Commission hereby grants the Contractor a non-exclusive, non-transferable, irrevocable license to use the Software for the duration of the Contract and for the purpose of doing the Work under the Contract. The use of the source code is only for the duration of the Contract and for the Work required under the Contract. All title, ownership rights and intellectual property rights in and to the Software shall remain with the Commission. The Contractor acquires no title, right or interest in the Software, other than the license(s) specifically granted herein by the Commission.

IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

For and on behalf of the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION:**

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[Name and position]

Date: \_\_\_\_\_

Place: \_\_\_\_\_

For and on behalf of **[NAME OF THE CONTRACTOR]:**

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[Name and position]

Date: \_\_\_\_\_

Place: \_\_\_\_\_