



**Agreement  
for  
the Provision of Analytical Skills Development Courses**

**Contract Number ICB-P18-004**

The undersigned parties:

**The Organisation for the Prohibition of Chemical Weapons**

Johan de Wittlaan 32  
2517 JR The Hague  
The Netherlands

(hereinafter referred to as “OPCW”)

&

**Name**

Street  
Zip City  
Country

(hereinafter referred to as “Contractor”)

The OPCW and the Contractor (hereinafter collectively referred to as the “Parties”, and individually as “Party”) hereby declare that they have agreed as follows:

**Article 1 General Scope of Services**

- 1.1 The Agreement is for the provision of Consultancy Services in support of the review of the OPCW Unit4 Business World Solution at the OPCW Headquarters in the Hague (hereinafter referred to as the “Services”) by the Contractor to the OPCW as stipulated in Annex B (Statement of Work) attached hereto and in accordance with the terms and conditions of this Agreement.

**Article 2 Commencement and Duration**

- 2.1 This Agreement shall enter into force on the date of the last signature, and shall remain in force for such period afterwards as is necessary for all matters relating to any of its provisions to be settled.
- 2.2 The OPCW retains the right, at its sole discretion and subject to continued requirements, availability of funding and satisfactory performance of the Contractor, to request the Contractor to deliver additionally up to four (4) Analytical Skills Development Courses as stipulated in Annex B (Statement of Work), to be held at dates agreed upon between the OPCW and the Contractor.
- 2.3 The Services rendered under this Agreement shall commence on **the date of the last signature.**



### **Article 3 Termination**

- 3.1 This Agreement may be terminated by either Party, at any time, by a written notice of termination provided to the other Party at least **three (3) months** in advance.
- 3.2 The OPCW may, in its sole discretion, terminate this Agreement, in whole or in part, without advance notice, in case of breach of the terms and conditions of this Agreement.
- 3.3 In the event of any termination of this Agreement, no payment shall be due from the OPCW to the Contractor except for the Services satisfactorily performed by the Contractor in conformity with the express terms of this Agreement. The Contractor shall be entitled only to costs and expenses incurred (pro-rated as appropriate) prior to the date of termination notice.

### **Article 4 Responsibilities of the Contractor**

- 4.1 The Services carried out by the Contractor and its employees, agents, contractors and sub-contractors (hereinafter referred to as the “Contractor’s personnel”) shall be in accordance with the relevant international, national and local regulations concerning technical, health, safety, and statutory requirements. It shall be the responsibility of the Contractor alone to have knowledge of all applicable laws and regulations and to monitor their rigorous enforcement.
- 4.2 The Contractor shall be responsible for requiring its personnel to comply with all the obligations set forth under this Agreement. The Contractor shall ensure that its personnel performing Services under this Agreement comply with applicable local laws and regulations and conform to a high standard of moral and ethical conduct in accordance with the terms and conditions of the Agreement.
- 4.3 The Contractor shall assure that it carries out the Services with professionalism and rigour. It shall be responsible for the provision and management of its personnel assigned to carry out works for the OPCW as well as for the provision and logistic arrangements for all tools, equipment and accessories required for the successful performance of the Services.

### **Article 5 Responsibilities of the OPCW**

- 5.1 The OPCW will provide the Contractor with relevant information, documentation and data which may be reasonably required by the Contractor for the performance of the Services under this Agreement. Any documentation or data provided by the OPCW to the Contractor shall be returned to the OPCW upon completion of the Services under this Agreement unless otherwise agreed by the OPCW in writing.
- 5.2 The OPCW will issue to its official, staff, agents, and personnel (hereinafter referred to as the “OPCW Personnel”) all such instructions as may be necessary and/or appropriate to facilitate the prompt and effective performance of the Services under this Agreement.
- 5.3 The OPCW does not guarantee under this Agreement and shall not be liable for any damages or costs incurred to the Contractor as a result of actual business not reaching a minimum volume and it does not guarantee any minimum quantity of services, goods or shipments services under this Agreement.



### **Article 6 Standard of Services**

- 6.1 The Contractor undertakes to discharge the functions entrusted to it as a Contractor of the OPCW, with loyalty, discretion and conscience, and regulate its conduct with the utmost regard for the interests of the OPCW. The rights and obligations of the Contractor shall be strictly limited to those indicated by the terms of this Agreement.
- 6.2 The Contractor warrants and represents that the Services provided by the Contractor under this Agreement shall be performed by appropriately qualified and experienced personnel in a timely and professional manner, and shall conform to the standards generally observed in the industry for similar services.

### **Article 7 Code of Conduct**

- 7.1 The Contractor shall at all times act loyally and impartially as a faithful advisor to the OPCW in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. It shall refrain, in particular, from making any public statements concerning the Services without the prior written agreement of the OPCW, and in engaging in any activities, which conflict with its obligations towards the OPCW under this Agreement. The Contractor shall not commit the OPCW in any way whatsoever without the prior written agreement of the OPCW and shall, where appropriate, make this obligation clear to third parties.
- 7.2 The payments to the Contractor under this Agreement shall constitute the only income or benefit it may derive in connection with this Agreement and neither the Contractor nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under this Agreement.
- 7.3 The Contractor shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the provided Services under this Agreement, or any other product or services recommended by the Contractor to the OPCW through the Services provided by the Contractor under this Agreement.
- 7.4 The Contractor and its personnel shall maintain professional secrecy, for the duration of the Agreement and after completion thereof, in full accordance with Article 15 hereof and Article 12 of Annex A.

### **Article 8 Contractor's Personnel**

- 8.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Agreement and will select, through an appropriate vetting procedure, reliable and competent individuals who will be able to effectively perform the obligations under the Agreement and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 8.2 The Contractor's personnel shall be professionally qualified and, if required to work with the OPCW's personnel, shall be able to do so effectively. The OPCW retains the rights to review the qualifications of personnel proposed by the Contractor and to interview these personnel. The OPCW may reasonably refuse to accept any personnel as a result of such review process.
- 8.3 Requirements specified in the Agreement regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Agreement.



Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

- 8.3.1 The OPCW may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 8.3.2 Any of the Contractor's personnel assigned to perform obligations under the Agreement shall not be withdrawn or replaced without the prior written agreement of the OPCW, which shall not be unreasonably withheld.
- 8.3.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Agreement.
- 8.3.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 8.3.5 Any request by the OPCW for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Agreement, and the OPCW shall not bear any liability in respect of such withdrawn or replaced personnel.
- 8.3.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Agreement, the misconduct of the personnel, or the inability of such personnel to reasonably work together with OPCW Personnel, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Agreement that is substantially the result of such personnel's being withdrawn or replaced.
- 8.4 Nothing in Articles 8.2 and 8.3 above shall be construed to create any obligations on the part of the OPCW with respect to the Contractor's personnel assigned to perform the Services under the Agreement, and such personnel shall remain the sole responsibility of the Contractor. The Contractor's personnel shall, under no circumstances, be considered as the staff members or officials of the OPCW.
- 8.5 The Contractor shall, on its own initiative, in the event of death, illness, accident or any other situation arising from causes beyond the Contractor's control, propose a replacement of the Contractor's personnel working under this Agreement. Where a member of the Contractor's personnel must be replaced, the proposed replacement shall possess at least equivalent qualifications, experience and security clearance. Where the Contractor is unable to provide a replacement with equivalent qualifications and/or experience within a reasonable time period, the OPCW may terminate the Agreement with immediate effect, if in its opinion the Contractor's performance under the Agreement is jeopardised.
- 8.6 The OPCW shall not incur any additional costs due to the replacement of member(s) of the Contractor's personnel. Any additional costs incurred thereto are the responsibility of the Contractor. Additional costs incurred due to replacement of member(s) of the Contractor's personnel are the responsibility of the Contractor. Where the member of



the Contractor's team is not replaced immediately and it is some time before the new team member takes up his/her functions, the OPCW may request that the Contractor assigns to the project under this Agreement a temporary replacement pending the arrival of the new team member, or to take other measures to compensate for the temporary absence of the removed team member.

#### **Article 9 Contract Price**

- 9.1 In full consideration of and subject to the Contractor's satisfactory performance of all of its obligations under this Agreement, the amount payable for the provision of Services under this Agreement shall be based on the rates specified in Annex C. The rates set forth in Annex C shall not be subject to escalation during the entire term of this Agreement.
- 9.2 The rates specified in Annex C shall cover all expenses incurred by the Contractor including, but not limited to the cost of the remuneration of the Contractor's personnel and all other compensations, insurance and social charges as well as overheads, technical assistance and supervision costs, travel costs, accommodation costs, per diems and any other costs incurred by the Contractor's personnel for the purpose of this Agreement.
- 9.3 The Contractor shall not perform any work or provide any goods or materials which would result in any payment by the OPCW of any amount in excess of the maximum amount specified above unless otherwise agreed by the OPCW in accordance with Article 19 of Annex A.
- 9.4 If the Agreement is extended beyond the initial contract term, the Contractor shall be entitled to revise the rates and fees specified in Annex C according to the formula specified in Article 9.5 below.
- 9.5 The cost revision stated under Article 9.4 shall be based on the official consumer price-index (CPI) published by the Dutch Central Bureau of Statistics (CBS) and will be calculated according to the following formula: The revised cost is equal to the cost on the revision date multiplied by the index figure of the calendar month which lies twelve calendar months before the calendar month in which the cost is revised, divided by the index figure of the calendar month which lies twenty-four calendar months before the calendar month in which the cost is revised. If such revision would lead to a cost decrease then the costs shall remain unchanged. If such revision would lead to a cost increase higher than 3% then only the 3% shall be applied as cost revision.

#### **Article 10 Payment and Invoicing**

- 10.1 Subject to the Contractor's satisfactory performance of all of its obligations under this Agreement, the amounts due stipulated in Annex C of this Agreement shall be payable within thirty (30) days of the date on which the works have been completed to the satisfaction of the OPCW or within thirty (30) days of receiving the correlated invoices, whichever is later.
- 10.2 The sum(s) due to paid by the OPCW to the Contractor for Services provided under this Agreement shall be paid in EURO.
- 10.3 The OPCW will only accept one invoice per month. The OPCW will only process invoices with a value greater than € 225.00 excluding VAT.



10.4 All invoices must be duly certified by the OPCW. Invoices for the Services rendered in the previous year shall be submitted no later than 31 January of each year for the preceding year.

10.5 The OPCW will make all applicable payments by bank transfer to the following:

Account Name: **xxxx**  
Account Number: **xxxxx**  
Bank Details: **xxxx**

10.6 The Contractor shall keep full and accurate record and accounts with respect to the Services, in such a form and detail as is sufficient to accurately establish that the number of days worked by each of the Contractor's personnel assigned for the execution of this Agreement and the actual expenses, stated in the Contractor's invoices have been duly incurred by the Contractor for the performance of the Services under this Agreement.

10.7 The OPCW shall be permitted, at any time, to inspect or audit the records and/or accounts relating to the Services provided under this Agreement, and to make copies thereof both during and after the provision of the Services under this Agreement. The OPCW may conduct investigations relating to any aspect of the Agreement or the award thereof, and that such right of the OPCW to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Agreement. The OPCW shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the OPCW other than in accordance with the terms and conditions of the Agreement.

#### **Article 11 Contacts**

11.1 All communications pertaining to the implementation of this Agreement shall be in writing and addressed as the following:

11.2 The Contact person for the Contractor for this Agreement is:

Name:  
Title:  
Email:  
Telephone:

11.3 The Contact person for the OPCW for this Agreement is:

Name:  
Title:  
Email:  
Telephone:

#### **Article 12 Official Language**

12.1 The official language of the Agreement shall be English. All correspondence, invoices, and materials provided under this Agreement shall be in English. All of the Contractor's personnel assigned to carry out works at the OPCW will have a working knowledge of the English language. If requested by the OPCW, the Contractor shall prepare as-built documentation of any executed works in English.



### **Article 13 Intellectual Property Rights**

- 13.1 Except for those intellectual property and other proprietary rights of the Contractor which pre-existed the performance of the Services by the Contractor or concerning such rights which the Contractor may have developed or acquired independently of the performance of the Services under the Agreement, the OPCW 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 the OPCW under this Agreement. The Contractor agrees that such products, documents and other materials constitute works made for hire for the OPCW.
- 13.2 The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed by this Agreement. Should, contrary to the Contractor's declaration, claims, suits, proceedings, demands and liability of whatever nature or kind, be raised against the OPCW charging it with infringement of intellectual property rights, the Contractor shall defend and hold harmless, at its own expense, the OPCW and its employees, and shall indemnify it to the full extent of all litigation costs, attorneys fees and any damages or awards arising from such claims, suits, proceedings, demands and liability. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- 13.3 The OPCW shall give the Contractor due notice in writing of any such claims, suits, proceedings, demand or liability brought against the OPCW and shall cooperate with the Contractor, at the Contractor's expense, in the defence or settlement thereof, subject to the privileges and immunities of the OPCW. The Contractor shall have the sole control of the defence of any suit, claim, proceeding or demand and of all negotiations for its settlement or compromise, except with respect to the assertion or defence of the privileges and immunities of the OPCW or any matter relating thereto. The OPCW shall have the right to be represented in any action or proceedings by independent counsel of the OPCW's own choice.

### **Article 14 Liability for Loss or Damage**

- 14.1 The Contractor shall be liable for any loss, damage or injury to the OPCW's employees, agents, contractors and sub-contractors, or their property, arising from, or attributable to, acts or omissions of the Contractor or of its employees, agents or sub-contractors, in the performance of this Agreement. Any consequential damages are hereby explicitly excluded.
- 14.2 The OPCW shall be indemnified against any claim for the death of, or injury to, any person and damage to, or loss of, property arising out of any act or omission of the Contractor or of its employees, agents, contractors or sub-contractors or out of any incident resulting from the Contractor's association with the OPCW and/or its employees, agents, contractors or sub-contractors in the course of implementing this Agreement.
- 14.3 The Contractor shall take out, and provide evidence to the OPCW, of liability insurance including insurance for third-party and product liability for any and all damages/losses arising from, or attributable to the Contractor's activities under this Agreement performed before, during or after the Agreement period.
- 14.4 The Contractor acknowledges and agrees that its failure to provide the certificates of insurance required under this provision and/or the OPCW's failure to demand delivery



of said certificates shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the OPCW harmless from any liability arising as a result of any such failure(s).

#### **Article 15 Confidentiality**

- 15.1 Neither the Contractor, nor its employees, agents, contractors nor sub-contractors shall use any information acquired or developed in the course of this Agreement for any purpose not authorised in advance in writing by the OPCW.
- 15.2 The Contractor shall exercise the utmost discretion during the performance of this Agreement. The Contractor may not communicate to any other person, government or authority external to the OPCW any information known to it by reason of its contractual relationship with the OPCW which has not previously been made public, except with prior written authorisation of the OPCW, nor shall the Contractor at any time use such information to private advantage.
- 15.3 The Contractor, as well as its employees, agents, contractors, personnel and sub-contractors shall be bound by the obligations contained in the Confidentiality Annex to the Chemical Weapons Convention and the OPCW Policy on Confidentiality which will be provided upon request. The Contractor shall be liable for any breach of confidentiality by it or its employees, agents, contractors or sub-contractors or anyone directly or indirectly employed by them in the performance of the Agreement under the relevant provisions therein.
- 15.4 The Contractor shall immediately inform the OPCW if its obligations under Article 15 are breached by any of its employees, agents, contractors or sub-contractors in the performance of the Agreement. Any breach of obligations under Article 15 is considered a serious breach of the Agreement.
- 15.5 The obligations under Article 15 shall survive any termination, expiration or non-renewal of this Agreement.

#### **Article 16 Legal Status of the Contractor**

- 16.1 The Contractor shall be considered as possessing the legal status of an independent contractor with the OPCW. Nothing contained herein or relating to the Agreement shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The Contractor's personnel shall, under no circumstances, be considered as the OPCW Personnel, even when working on the premises of the OPCW.

#### **Article 17 Sub-contractors**

- 17.1 The Contractor shall not sub-contract, assign, transfer, pledge or make any other disposition of the Agreement or of any part thereof or of any of the Contractor's rights, claims, liabilities or obligations under this Agreement without prior written consent of the OPCW.
- 17.2 The OPCW shall have the right to require withdrawal of any sub-contractor assigned to perform any part of the Services. The Contractor shall be solely responsible for all the services and obligations performed by its sub-contractors. The terms of any sub-contract 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 Agreement.





### Article 18 Assignment

- 18.1 Except as provided in Article 18.2 below, the Contractor may not assign, transfer, pledge or make any other disposition of the Agreement, of any part of the Agreement, or of any of the rights, claims or obligations under the Agreement except with the prior written authorisation of the OPCW.
- 18.2 The Contractor may assign or otherwise transfer the Agreement to the surviving entity resulting from a reorganisation of the Contractor's operations, provided that:
- 18.2.1 such reorganisation is not the result of any bankruptcy, receivership or other similar proceedings; and
  - 18.2.2 such reorganisation arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and
  - 18.2.3 the Contractor promptly notifies the OPCW about such assignment or transfer at the earliest opportunity; and
  - 18.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of this Agreement, and such writing is promptly provided to the OPCW following the assignment or transfer.

### Article 19 Agreement Documents

- 19.1 The following documents constitute this Agreement between the Parties:
- (a) This main Agreement document;
  - (b) Annex A: OPCW General Terms and Conditions for the Purchase of Services;
  - (c) Annex B: Statement of work;
  - (d) Annex C: **OPCW Financial Offer Form** and [Contractor's proposal].
- In case of any omissions, inconsistencies or conflicts between the Agreement documents, the Agreement documents shall prevail in the order listed above.
- 19.2 The Agreement shall constitute the entire relationship between the Parties regarding the subject-matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject-matter hereof.
- 19.3 After termination of this Agreement, Articles 13, 14 and 15 hereof and the provisions of Article 5 (Privileges and Immunities), Article 12 (Confidentiality) and Article 21 (Settlement of Disputes) to Annex A shall remain in full force and effect.

ORGANISATION FOR THE PROHIBITION OF CHEMICAL WEAPONS



In Witness Whereof, the duly authorised representatives of the Parties have signed this Agreement.

For and on behalf of the OPCW:

For and on behalf of the Contractor:

\_\_\_\_\_  
[NAME]  
[TITLE]

\_\_\_\_\_  
[NAME]  
[TITLE]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date