



**WORLD HEALTH ORGANIZATION  
ORGANIZATION MONDIALE DE LA SANTE**

ALLOTMENT:		
ER or Product / Activity:	AMS Code:	
Registry File:		
	<u>Earmarking</u>	<u>Obligation</u>

**AGREEMENT FOR PERFORMANCE OF WORK**

between

The **WORLD HEALTH ORGANIZATION ("WHO")**

and

(*"the contractual partner"*)

Project  
Address **World Health House  
South-East Asia Regional Office  
I. P. Estate, NEW DELHI-110002, India**  
Telephone **331-7804 to 331-7823**  
Fax **91-11-3318607, 91-11-33327972**  
E-mail

Department  
Address  
Telephone  
Fax  
E-mail

**For the performance of:**

T  
H  
I  
S

**WHO will, in consideration for the work, pay a fixed sum of: \***

OR

**WHO will support the work by providing a maximum amount of:**

(\* *Cross out one of the two lines marked by an asterisk —See General Condition 3.*)

**In instalments of:**

**Payable on:**

(*Payment to individuals on signature is limited to 25% of the total value*)

S  
I  
D  
E

**The detailed statement of the work to be performed and any related budget is contained in/set out below:**

F  
O  
R  
P  
U  
N  
C  
H

The contractual partner will complete and deliver the work by:

A technical report is required:

Yes

No

A financial statement is required:

Yes

No

Payment is to be made into the following bank account of the contractual partner (*to be completed by the contractual partner*):

Bank account name and number:

Bank name:

Bank address:

The undersigned parties hereby conclude the present agreement consisting of the above terms and the General Conditions overleaf.

For the **WORLD HEALTH ORGANIZATION**

For the **CONTRACTUAL PARTNER**

Signature:

Signature:

Date:

Date:

Name and title:

Name and title:

## **GENERAL CONDITIONS**

1. It is understood that the execution of the work does not create any employer/employee relationship. In this respect, the contractual partner shall be solely responsible for the manner in which the work is carried out. Thus, WHO shall not be responsible for any loss, accident, damages or injury suffered by any person whatsoever arising in or out of the execution of this work, including travel.
2. All rights in the work, including ownership of the original work and copyright there of, shall be vested in WHO, which reserves the right (a) to revise the work after consultation with you, (b) to use the work in a different way from that originally envisaged, or (c) not to publish or use the work.
3. If the option, on the face of this agreement, for payment of a fixed sum applies, that sum is payable in the manner provided, subject to proper performance of the work. If the option for payment of a maximum amount applies, the funds shall be used exclusively for the work specified in this agreement and any unspent balance shall be refunded to WHO. In this latter case, any financial statement required shall reflect expenditures according to the relevant main categories of expenditure.
4. If the work is not satisfactorily completed (and, where applicable, delivered) by the date fixed in this agreement, WHO may specify an additional period within which this agreement must be satisfactorily performed. Normally such additional period should be of at least one week duration, unless it is clear from the agreement that it was particularly important that the performance be completed on the date specified, in which case WHO may specify a shorter period or refuse to grant any additional period at all. In the event that the work is not satisfactorily performed on the date fixed, or any additional period granted by WHO, WHO may rescind this agreement (in addition to other remedies), subject to an equitable arrangement being made in the case of delay caused by force majeure.
5. Any technical report or financial statement required shall be submitted upon completion of the work and, at the latest, within 90 days of the normal date for completion.
6. Any dispute relating to the interpretation or execution of this agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final..

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