

**SERVICES AGREEMENT  
GDI/NP2023/1**

This Services Agreement ("Agreement"), effective as of [INSERT DATE] ("Effective Date"), is by and between :

**The World Organisation for Animal Health (WOAH)**

whose statutory name is "Office International des Epizooties", an intergovernmental organisation represented by Dr Monique Eloit in her capacity of Director General and having its principal office at 12 rue de Prony, F-75017 Paris, France

Hereinafter referred to as "WOAH".

On one part,

And

**[Service provider]**

represented by [...] in his capacity of [TITLE] and having its principal office at [address]

Hereinafter referred to as the "Service provider",

on the other part,

WOAH and the Service Provider are collectively referred to as the "Parties" or individually, a "Party".

WHEREAS, WOA~~H~~ invited service providers to submit a technical and financial proposal to provide support to WOA~~H~~ in the [XXXX], as further described in a negotiated procedure GDI/NP2023/1 dated [XXXXXX] (Schedule A); ]

WHEREAS, Service Provider was selected, based on its technical and financial proposal submitted to WOA~~H~~ (a copy of which is attached hereto as Schedule B), to provide support to WOA~~H~~ to analyse, evaluate, and improve WOA~~H~~'s institutional, technical, and financial governance to ensure optimal and sustainable delivery of its mandate in a legally sound manner, and Service Provider wishes to provide its services to deliver such expertise;

NOW THEREFORE, in consideration of the sums to be paid by WOA~~H~~ to Service Provider, and the terms and conditions of this Agreement, the Parties hereby agree as follows:

1. Interpretation and Definitions.

Schedule A (together with any Annexes) and Schedule B (together with any Annexes) to this Agreement are hereby incorporated into and deemed part of this Agreement for all purposes. The words “will” and “should” are expressions of command, not merely expressions of future intent or expectation.

If there is any inconsistency between the provisions of the Agreement, and unless otherwise stipulated in the Agreement, a descending order of precedence will be accorded to:

- the clauses of the Agreement;
- Schedule A;
- Schedule B;

so that the provision in the higher ranked document, to the extent of the inconsistency, will prevail. In case any ambiguity or discrepancy or inconsistency still prevails, the Parties will discuss in good faith with the purpose of clarifying them. Terms of Business of Service Provider or WOAHA shall not apply and any uncertainty or contradiction between this Agreement and the Terms of Business of Service Provider or WOAHA shall be resolved in favour of this Agreement.

2. Service Provider’s Obligations.

Commencing on the Effective Date (or such later date as specified by WOAHA), and continuing throughout the Term, Service Provider will be responsible for all of the following:

(a) Service Provider shall be responsible for performing the services, functions, responsibilities, tasks and Deliverables described in this Agreement (the “Services”) with a degree of accuracy, quality, completeness, timeliness and responsiveness not less than generally expected of an appropriately qualified and competent consultant experienced in carrying out equivalent services of a similar size, scope, complexity, value and purpose.

(b) Service Provider shall be responsible for preparing and providing the Deliverables described in [Schedule A/ Schedule B] which is attached hereto, in accordance with the relevant timetable specified in Article 7 unless otherwise mutually agreed upon between the Parties.

(c) Service Provider shall be responsible, at no charge for WOAHA, for procuring and providing the human, material, financial and other resources necessary to perform the Services and otherwise meet its obligations under this Agreement.

(d) Service Provider shall be responsible for regularly keeping WOAHA advised as to the progress in performing the Services and for submitting the Services and Deliverables for acceptance to WOAHA. Service Provider will without undue delay inform WOAHA of any event which interferes or threatens to materially interfere with the successful implementation of the Services.

(e) Service Provider will employ adequate staff with appropriate professional qualifications, language abilities, training and experience in each case as described Schedule B. Service Provider will also ensure that, at all times, a sufficient number of such qualified staff, within a project team whose composition is described in Schedule B, is assigned to perform the Services in order to ensure completion of the Services in accordance with this Agreement. To the extent applicable, while on the premises of WOAHA, Service Provider will conduct itself, and ensure that its staff and experts conduct themselves, in a professional and business-like manner with tact and courtesy, and comply, and ensure that its staff comply, with the policies and

guidelines regarding health and safety, data protection and other matters, which apply generally to WOA's contractors and which may be communicated to Service Provider from time to time. Service Provider shall be solely responsible for its staff's and agents' compliance with, and their breaches of, the terms of this Agreement.

(f) Service Provider will use its best endeavours to avoid unnecessary turnover of the team members. Should the composition of Service Provider's project team vary, Service Provider shall notify WOA at least 30 working days prior to the effective change, provide written explanations for such change, and propose a new team composition. In the event that any key team member, as set out in Schedule B, should be removed from the team, Service Provider will be required to provide at least three available experts with equivalent background training and experience for replacement for WOA's consent which shall not be unreasonably withheld.

(g) Service Provider will designate, within its project team, a project leader who will act as the unique contact point for WOA and shall have the required qualifications, responsibility over its team members and authority to implement any required resource or action to ensure the delivery of the Services in accordance with the Agreement, throughout the Term.

### 3. WOA's Obligations.

(a) WOA will provide Service Provider and its staff assigned to perform the Services with timely access to the information required to perform the Services and will inform Service Provider of any elements that may adversely affect the performance of the Agreement; provided however, that it is understood and acknowledged by Service Provider that it agrees (i) not to rely on such information until it has ensured through assessment procedures that such information is sufficiently accurate and complete for the purpose of performing the Services, and (ii) to use such access solely for the purposes of performing the Services.

(b) WOA will designate a project manager who will be responsible for the follow-up of the delivery of the Services under the Agreement. The project manager will be Service Provider's sole contact point within WOA and will be in charge of providing Service Provider with all functional and technical information as well as providing support to the administrative management of the Agreement.

### 4. Conditional tranche (Phase 2) implementation

WOA will decide in its sole discretion to implement the conditional tranche (Phase 2). The Service provider is committed to the execution of the firm and conditional tranche (Phases 1 and 2) if WOA decides to implement the conditional tranche.

If WOA decides to implement the conditional tranche, the procedure will be as follows:

1. WOA will send to the Service Provider a service request (detailing the timeline of Phase 2)
2. Service provider will submit a quotation based on the estimate of the maximum total cost considered for the implementation of Phase 2 and provided in its offer (schedule B);
3. Service Provider will provide WOA with a quotation;
4. WOA will notify its acceptance or rejection of the quotation. If WOA accepts the quotation, it will issue a Purchase order;

Any Purchase order issue is therefore subject to the provision of this Agreement.

## 5. Representations and Warranties.

Service Provider represents and warrants as follows:

(a) Service Provider holds all licenses, authorisations or approvals which may be required for the performance of the Services, and such licenses, authorisations or approvals (if required) shall be in full force and effect during the Term.

(b) All information, in any medium or format, including the technical and financial proposal attached hereto, provided by Service Provider, is true and correct, and contains no material errors or omissions.

(c) Service Provider will comply with all obligations that apply to it as a provider of services under applicable laws, directives, decrees, regulations or rules.

(d) The Service Provider undertakes to comply with the provisions referred into the Declaration of integrity (Schedule B).

(e) The Services will fully conform to the requirements set forth in Schedule A.

(f) The Services shall be performed with high professional standards, in conformity with the highest ethical principles and standards of conduct.

(g) This Agreement has been duly executed and delivered by Service Provider and constitutes the legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No consent, approval or authorisation of, or registration with, any person or entity is required in connection with the execution and delivery of this Agreement, or the performance of the Services contemplated hereby.

## 6. Compensation.

### 6.1. Firm tranche – Phase I

In consideration for the obligations undertaken by Service Provider and the Services performed by Service Provider in accordance with the Agreement, and subject to the terms and conditions of this Agreement, WOAHA agrees to pay Service Provider a maximum amount of EUR [NUMBER] [(words)]. The total amounts payable to Service Provider shall not exceed those amounts and payment shall be made to Service Provider's designated bank account. Service Provider shall not be reimbursed for any additional expenses it may incur in performing the Services.

(a) Payments to Service Provider shall be made as follows:

(i) a first tranche payment of EUR [NUMBER] [(words)] shall be made upon written validation by WOAHA of the [insert deliverable, such as report or other tangible work product], (tranche A);

(ii) a second tranche payment of EUR [NUMBER] [(words)] shall be made upon written validation by WOAHA of the [insert deliverable, such as report or other tangible work product] (tranche B);

(iii) a third tranche payment of EUR [NUMBER] [(words)] shall be made shall be made upon written validation by WOAHA of the [insert deliverable, such as report or other tangible work product] (tranche C);

(iv) a final tranche payment of EUR [NUMBER] [(words)] shall be made upon written validation by WOAHA of the [insert deliverable, such as report or other tangible work product] (tranche D).

### 6.2. Conditional tranche – Phase 2

The Purchase order will indicate the maximum amount that WOAHA agrees to pay Service Provider and how the payment will be made.

### 6.3. Invoices

Each tranche payment throughout the Term will be subject to:

- (i) the receipt of an invoice to allow payment by WOAHA according to the above-schedule, and
- (ii) the completion of Deliverables in accordance with the Agreement and Purchase Order.

1. Invoices shall be worded as follows:  
World Organisation for Animal Health (WOAHA)  
12 rue de Prony, F-75017 Paris, France
2. Invoices shall be sent by e-mail to the following addresses: [budget@whoa.org](mailto:budget@whoa.org) and mail of the team in charge

WOAHA shall notify Service Provider in writing of any dispute with any invoice (along with a reasonably detailed description of the dispute) within fifteen (15) working days from receipt of such invoice. The Parties shall seek to resolve any such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, the Parties shall continue performing their obligations under the Agreement during any such dispute, and WOAHA will pay all due and undisputed invoice amounts (or when only part of the invoice is disputed, all due and undisputed part of the invoice amounts) according to the above schedule and within 45 days of receipt.

### 7. Term and Termination.

Unless terminated earlier, this Agreement shall commence on the Effective Date and shall continue until completion of the Services (the “Term”). The Parties may terminate this Agreement in the following events:

- (a) WOAHA may terminate this Agreement:
  - (i) if Service Provider does not remedy a failure in the performance of the obligations under this Agreement, within thirty (30) calendar days after being notified. In such event, WOAHA shall have the right to terminate this Agreement with immediate effect, and will pay the portion of the compensation associated with the Services satisfactorily performed in accordance with this Agreement prior to the effective date of termination;
  - (ii) if Service Provider is adjudicated bankrupt or makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency, reorganization or other relief act, or if

a receiver is or trustee is appointed on behalf of a creditor or by a court of justice or in respect of the whole or part of its business;

(iii) if Service Provider sells, leases or exchanges a material portion of its assets, or merges or consolidates with or into another party, or a change in control of Service Provider occurs;

(iv) if, during the contract period, the situation of the Service Provider no longer allows him/it to comply with the Declaration of integrity (Schedule B), WOAHA reserves the right to terminate the contract with immediate effect;

(v) if the funding associated with the Services is terminated or reduced;

(vi) in the event of a Force Majeure (as defined in article 15 below) event affecting either Party's performance under the Agreement for more than thirty (30) consecutive calendar days.

(b) Service Provider may terminate this Agreement:

(i) if WOAHA does not remedy a failure in the performance of the obligations under the Agreement, within thirty (30) calendar days after being notified in writing. In such event, Service Provider shall have the right to terminate the Agreement with immediate effect;

(ii) if WOAHA is adjudicated bankrupt or makes a general assignment for the benefit of creditors, or takes the benefit of any insolvency, reorganisation or other relief act, or if a receiver or trustee is appointed on behalf of a creditor or by a court of justice or in respect of the whole or part of its business;

(iii) in the event of a Force Majeure event (as defined in article 15 below) affecting either Party's performance under the Agreement for more than thirty (30) consecutive calendar days.

In all events of termination, WOAHA will pay the portion of the compensation associated with the Services satisfactorily performed in accordance with this Agreement prior to the effective date of termination.

#### 8. Deliverable Warranty.

The Deliverables shall be prepared and delivered to WOAHA according to the terms, conditions and timetable defined in the Agreement.

Deliverables will be deemed accepted by WOAHA following written notice of their validation or if, within 30 working days of delivery, WOAHA has not provided Service Provider with a written notice specifically identifying any non-conformity of such Deliverable with the Agreement.

<b>Deliverable</b>	<b>Deadline</b>
<b>XXX</b>	
	XXX
	XXX
	XXX
	XXX
	XXX

9. Commitments and penalties

If the Services do not commence at the Effective Date specified in the Agreement, provided the delay was not exclusively caused by WOA, WOA will have the right to either renegotiate the terms of the Agreement or terminate it with immediate effect.

If the Services are not provided within the period specified under the Agreement, provided the delay is attributable to Service Provider and was not caused by a Force Majeure event (as defined in article 15) nor exclusively by WOA, WOA shall be entitled to ask Service Provider penalties for delay amounting to 0.5% for each working day of delay after five consecutive working days of delay, capped at a global amount of thirty percent (30%) of the overall amount payable under the Agreement.

If the Services are provided in a timely manner but are nevertheless partially completed or do not comply with the standards or requirements set out in the Agreement, and provided this was not exclusively caused by WOA, WOA shall have the right to ask for compensation of any loss and expenses that may be suffered as a result, or to request that Service Provider complete and/or correct the Services in an expedited manner to ensure compliance with the Agreement.

10. Confidentiality.

Each Party acknowledges that while performing the Services, the receiving Party will have access, directly or indirectly, to information which the disclosing party considers to be proprietary to itself or third parties, regardless such Confidential Information is disclosed orally or in writing, or identified as “confidential” or not (“Confidential Information”). The term Confidential Information shall not include information which:

- (a) was publicly known and made generally available in the public domain through no fault of the receiving Party prior to the time of disclosure by WOA or Service Provider;
- (b) becomes publicly known and made generally available after disclosure by WOA to Service Provider and vice-versa;
- (c) was already known by or in the good-faith possession of Service Provider or WOA at the time of disclosure by WOA or Service Provider as shown by Service Provider's or WOA's files and records respectively, immediately prior to the time of disclosure; or
- (d) was obtained by Service Provider or WOA from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.

During and after the Term, each Party agrees to, and to cause its staff and subcontractors to, safeguard and not to use any Confidential Information acquired in the course of the Services for any other purposes than those of performing, and/or in connection with, the Services.

Service Provider further agrees to ensure that Confidential Information as well as the Deliverables provided to Customer as part of the Services shall not be made public.

The receiving Party will be liable for any losses incurred by the disclosing party resulting from a disclosure of Confidential Information by the receiving party in violation of this Agreement. If the receiving party is required by law to make any disclosure that is prohibited or otherwise constrained by this Article, to the extent permitted by applicable laws, the receiving Party will provide the disclosing Party with prompt written notice of such requirement so that the disclosing Party may seek a protective order or other appropriate relief protecting the Confidential Information from public disclosure. Subject to the foregoing sentence, the receiving Party may

furnish that portion (and only that portion) of the Confidential Information that the receiving party is legally compelled or is otherwise legally required to, and shall obtain assurance that confidential treatment will be accorded to such information.

#### 11. Return of Confidential Information.

Upon termination or expiration of the Agreement, Service Provider will promptly (a) return all documents and tangible materials (and any copies) containing Confidential Information and (b) erase all of Confidential Information from its computer systems.

#### 12. Publication of beneficiaries

Service Provider shall not oppose any publication by WOAAH of any information required to subscribe to WOAAH's disclosure requirements, notably in order to comply with WOAAH's disclosure requirements and to enhance transparency.

These may include, inter alia, for WOAAH to publish on its website the following information about this Agreement: (i) the nature of the contract (ii) year of award (iii) name and locality of the Service Provider; (iv) the title, purpose of the Services provided; and (v) the amount of this Agreement. WOAAH will not release or publish information that could reasonably be considered confidential or proprietary.

#### 13. Proprietary Rights.

Service Provider represents and warrants that it holds all the rights and authorisations, notably all rights and titles of intellectual property, over all the activities carried out and Deliverables provided under the Agreement, especially as concerns studies, analyses, methodologies, etc. as well as over any item giving rise to intellectual property rights.

The Parties agree and acknowledge that each party solely owns any intellectual property, including but not limited to its brands, trademarks, logos, know-how, patents and softwares, on whatever medium, held by such party prior to the Effective Date of the Agreement.

Service Provider assigns to WOAAH all right, title and interest in and to the intellectual property of all deliverables, in whatever medium, including draft and final work products, delivered to WOAAH as part of the Services ("Deliverables"). All Deliverables are "works made for hire" exclusively for WOAAH and shall therefore be exclusively owned by WOAAH.

The exploitation rights assigned to WOAAH include:

- (a) the right to reproduce or have all or part of the Deliverables reproduced, by any means or process, on any kind of medium and materials whether current or future, known or unknown;
- (b) the right to represent or have the Deliverables represented by any means of dissemination and communication, including electronic communication, whether current or future, known or unknown;



- (c) the right to adapt, modify, transform, make changes to all or part of the Deliverables, to integrate all or part of them to or in any current or future work, on any paper, magnetic or optic medium;
- (d) the right to translate or have the Deliverables translated, totally or partially, in any language, including any programming language;
- (e) the right to distribute and disseminate the deliverables by any means;
- (f) the right to make any use of and exploit the Deliverables, for its own activity purposes or for a third party;
- (g) the right to transfer all or part of transferred rights on the Deliverables, including to grant to any third party any contract for the reproduction, distribution, dissemination, manufacturing, exploitation in any form, on any medium and by any means whatsoever, whether against payment or free of charge.

Such intellectual property rights assignment is granted worldwide, for any field and for the entire legal period of protection of intellectual property rights. The Parties agree that the price of the Deliverables will be included on a flat-rate and permanent basis by the payment received by Service Provider under the Agreement and that Service Provider shall not claim any additional payment whatsoever.

Service Provider warrants that the Deliverables and the assignment of rights do not infringe the rights of any third parties or could otherwise characterise any act of unfair competition.

In the event of any claim alleging that any of the Deliverables supplied infringe upon any intellectual property rights of a third party or would otherwise result in unfair competition Service Provider agrees to defend, indemnify and hold harmless WOAAH against, and shall compensate and reimburse, all liabilities, demands, damages, claims, suits, costs, expenses. Service Provider shall arrange, at its own expense, for the replacement of the alleged infringing Deliverable(s).

#### 14. Data Protection Policy

To the extent the Service Provider is required as part of the Services to process WOAAH's data, which includes personal data, each Party undertakes to comply with the regulations applicable to it relating to the protection of personal data and, in the case of the Service Provider, including those arising from General Data Protection Regulation 2016/679 ("GDPR"). The Service Provider warrants that, should personal data be processed on behalf of WOAAH, it provides sufficient guarantees as to the implementation of appropriate technical and organizational measures, so that the processing operations fully complies with the requirements of the GDPR.

WOAH, as an intergovernmental organisation, is not subject to the GDPR. This being said, WOAAH undertakes to comply with its privacy policy available on its website : [Privacy Policy - WOAAH - World Organisation for Animal Health](#)

### 15. Indemnification.

Service Provider shall defend, protect, indemnify and hold harmless WOAAH from and against all liability, claims, damages and costs (collectively, "Losses") that WOAAH may incur as a result of the negligence, recklessness, willful misconduct or breach of any term, representation or warranty contained in this Agreement by Service Provider or its staff.

WOAH agrees that Service Provider may not be held liable for any Losses caused by a breach of the Agreement or fault by WOAAH.

Notwithstanding the foregoing, no Party shall be liable to the other should its ability to perform one or several of its contractual obligations be substantially prevented by an event of Force Majeure (defined as any act of God, strike, epidemic, fire, law, regulation, or by the reason of any other matter beyond such Party's reasonable control).

The non-performing Party shall notify the other Party of such Force Majeure event within five (5) working days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use commercially reasonable efforts to remedy its inability to perform.

### 16. Insurance

Service Provider shall procure, at its own expense and maintain in full force and effect during the term of the Agreement, insurance coverage with a reputable insurance company, and in amounts that are reasonable to support the enforcement of the indemnification obligations under the Agreement. WOAAH shall have the right to request Service Provider proof of insurance coverage that fulfils the foregoing requirements.

### 17. Miscellaneous Provisions.

(a) Relationship of Parties. Service Provider and its staff will perform all of their obligations under this Agreement as independent contractors. Nothing in this Agreement shall be deemed to create or constitute an employer-employee, partnership, or joint venture relationship among the Parties. Neither Party will have the right, power or authority to bind the other.

(b) Communications. Any notice, request or other formal communication to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered by registered or first class mail to the recipient at the respective addresses listed on the first page of this Agreement.

(c) Entire Agreement. This Agreement constitutes the full understanding of the Parties and a complete and exclusive statement of the terms and conditions of the agreement relating to the subject matter hereof.

(d) Amendments. No alteration, modification, amendment or change in this Agreement shall be effective or binding on any Party unless the same is in writing and is executed by the Parties.

(e) Assignment. Neither Party shall assign, convey, transfer or otherwise dispose of all or any portion of its rights and obligations under, this Agreement without the prior written consent of the other party.

(f) Subcontracting. Neither Party shall subcontract any portion of the Services without the prior written consent of the other Party.

(g) If any provision in this Agreement is held to be illegal, invalid or unenforceable in whole or in part, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

#### 18. Dispute Resolution and Applicable Law.

The Agreement shall be solely governed by its provisions, and, should it be necessary, by general principles of law, to the exclusion of any single national system of law.

Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of the Agreement, will first be dealt with through amicable consultations between the Parties. In the event that such attempt at amicable consultations is not successful within thirty (30) working days after the date of a notice stating a dispute, controversy or claim, the parties shall have the right to resolve such dispute through final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organisations and Private Parties as in effect on the date of the Agreement.

#### 19. Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of WOAHA or its staff.

#### 20. Survival.

The provisions of Articles 9 (Confidentiality), 10 (Return of Confidential Information.), 11 (Publication of beneficiaries), 12 (Proprietary Rights), 13 (Data Protection), 14 (Indemnification), 17 (Dispute Resolution and Applicable Law) and 18 (Privileges and Immunities) shall survive the termination of this Agreement.

#### 21. Facsimile Signature

This Agreement may be executed and delivered by facsimile/email and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other Party. The failure to deliver the original signature copy and/or the non-receipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Agreement.

This Agreement is executed and delivered by Service Provider and WOAHA, and effective as of the Effective Date.

**WORLD ORGANISATION FOR ANIMAL HEALTH**

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

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

Signature:

Signature:

Name: Dr. Monique Eloit / ( name of the delegatee)  
Title: Director General / [position of the delegatee]  
*“by delegation of the Director General Dr Monique Eloit”*

Name:  
Title:

SAMPLE

**SCHEDULE A**  
**GDI/NP2023/1**

**SAMPLE**

**SCHEDULE B**  
**TECHNICAL, FINANCIAL PROPOSAL AND DECLARATION OF INTEGRITY**

**SAMPLE**