IFRC GENERAL TERMS AND CONDITIONS FOR ALL SERVICE CONTRACTS

1. LEGAL STATUS

The Service Provider shall be considered as having the legal status of an independent Service Provider. Agents or employees of the Service Provider shall not be considered in any respect as being employed or in any manner officials or staff members of the IFRC.

2. ASSIGNMENT OF PERSONNEL

The Service Provider shall not assign any persons other than those accepted in writing by the IFRC for work performed under this contract.

3. OBLIGATIONS

The Service Provider and all individuals assigned by it to perform Services under this contract:

(a) Shall neither seek nor accept instructions from any authority external to the IFRC in connection with the performance of its/their Services under this contract.

(b) Shall refrain from any action which may adversely affect the IFRC and shall fulfil its/their commitments with the fullest regard for the interests of the IFRC.

(c) Shall assure compliance with all applicable laws of the country where the Service Provider is registered as well as those in which the activities are performed.

(d) Ensure that all duties are conducted with integrity, free from any taint of dishonesty, corruption or fraud and that all persons are respected equally without any distinction or discrimination based on nationality, race, gender, religious beliefs, class or political opinions.

(e) Shall not advertise or otherwise utilize to its/their advantage the fact that it is or has been a Service Provider with the IFRC.

(f) Shall not, in any manner whatsoever use the name, emblem, logo or official seal of the IFRC or any abbreviation of the name of the IFRC in connection with its business or otherwise, except as required for the fulfilment of its contractual duties hereunder and then only with the express prior written approval of the IFRC Secretary General or his/her designate.

(g) Shall not communicate at any time to any other person (legal or natural), Government, National Society or authority external to the IFRC any information known to it/them by reason of its/their association with the IFRC which has not been made public, except in the course of their duties or by authorisation of the IFRC Secretary General or his/her designate; nor shall Service Providers or assigned individuals at any time use such information to its/their private advantage.

(h) When performing the Services on IFRC premises or at any location when representing the IFRC, shall act in a manner consistent with the values of the International Red Cross and Red Crescent Movement and shall abide by the rules of conduct set out in the IFRC's Code of Conduct (a copy of which has been provided by the IFRC). The Service Provider acknowledges and accepts that any violation of these rules of conduct by it or any individual assigned by it to perform Services on its behalf shall be considered breach of an essential term of this contract.

(i) The obligations set out in sub-clauses (e), (f) and (g) above shall continue upon expiration or termination of this contract with the IFRC.

4. REPRESENTATIONS AND WARRANTIES

The Service Provider represents and warrants:

(a) It is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof.

(b) To ensure the respect of internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of exploitative child labour.

(c) It is not engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including the requirement that children be protected from performing any work that is likely to be hazardous, to interfere with their education, or to be harmful to their health and development.

(d) It respects the basic social rights and working conditions of its employees, servants, agents and sub-Service Providers.

(e) There are no material claims or allegations outstanding against the Service Provider that might adversely affect the IFRC or its reputation.

(f) The Company is not a terrorist organisation, nor does it finance or otherwise assist in the commission of terrorist acts by any individual or entity designated by the UN Security Council, pursuant to Security Council Resolution 1267 (1999) and 1989 (2011) (available at http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm) or any other terrorism-related resolutions.

5. TITLE RIGHTS

(a) During the term of this contract, the Service Provider shall disclose to the IFRC all ideas, inventions, business plans or any other materials developed by it during the term of this contract as a consequence of the Services provided to the IFRC by the Service Provider.

(b) The IFRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the Services provided to the IFRC by the Service Provider. At the request of the IFRC, the Service Provider shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the IFRC in compliance with the requirements of applicable law.

(c) All materials prepared as well as all data collected and processed in the course of the Service Provider's work for the IFRC is the property of the IFRC. Such information cannot be used by the Service Provider for any purpose, other than that agreed under the terms of this contract, without the prior written approval of the IFRC Secretary General or his/her designate.

(d) Title to any equipment and supplies which may be furnished by the IFRC shall rest with the IFRC and any such equipment shall be returned to the IFRC as soon as possible, when no longer needed by the Service Provider. In any event, all equipment and supplies must be returned to the IFRC upon the termination or expiration of this contract. Such equipment, when returned to the IFRC, shall be in the same condition as when delivered to the Service Provider, subject to normal wear and tear. The Service Provider bears all responsibility for lost or damaged equipment and supplies.

6. TAX EXEMPTION

The Service Provider's fee shall reflect any tax exemption to which the IFRC is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included invoiced are not required to be paid, the IFRC shall deduct the amount from the service fee or, if it has paid any such taxes, it shall be refunded by the Service Provider.

7. DELAY

Without prejudice to clause 10 below, if the Services have not been completed during the agreed time period, any additional costs or damages incurred by the IFRC due to such delay may be withheld from any amounts owed to the Service Provider.

8. USE OF NAME AND LOGO

(a) The Parties maintain sole authority over their respective names and logos (the "Signs"). The Service Provider is not authorized under this Agreement to make use of the IFRC's Signs, other than as explicitly agreed in writing by the IFRC.

(b) Notwithstanding any other provision of this Agreement, it is clearly understood that any violation of this Article is grounds for immediate termination of this Agreement.

9. CONFLICTS OF INTEREST, FRAUD, CORRUPTION, MISUSE OF FUNDS

(a) The Service Provider shall maintain appropriate standards of conduct and control mechanisms to minimise the risk of conflicts of interest, fraudulent or corrupt conduct or other misuse of funds. The standards of conduct shall govern the performance of Service Provider personnel, consultants, and others engaged by the Service Provider to provide the Services. The Service Provider shall ensure that its contractors, suppliers and any other third parties involved with providing the Services are bound by the same standards of conduct.

(b) The Service Provider shall investigate and take rapid action, including preventative measures, in response to any substantiated allegation of conflict of interest, fraud, corruption or misuse of resources in accordance with applicable rules, regulations, policies and laws.

(c) The Service Provider shall immediately inform the IFRC of any substantiated allegations and any actions or measures taken, including the findings of investigations and related sanctions.

(d) In the event that the Service Provider fails to investigate, or the IFRC is not satisfied with the investigation, the Service Provider consents in advance to the IFRC commissioning an investigation and will provide the IFRC with access to all relevant documents and other records.

(e) The Service Provider shall repay to the IFRC any funds which are found to have been misused, without prejudice to any other remedies available to the IFRC.

10. TERMINATION OF CONTRACT

(a) This contract may be terminated at any time by the IFRC before the expiry date of the contract by giving written notice to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

(b) This contract may be terminated by the IFRC with immediate effect at any time if the Service Provider has breached any of its contractual obligations with the IFRC or if in the reasonable opinion of the IFRC the Service Provider has brought or is reasonably likely to bring the International Red Cross and Red Crescent Movement's reputation into disrepute.

(c) In the event of the contract being terminated prior to its due expiry date in this way, the Service Provider shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the IFRC up to the effective date of termination. Where all or part of the service fee has been paid in advance to the Service Provider, the Service Provider shall reimburse the IFRC *pro rata* for any advance service fee covering the remainder of the term of the contract, as from the effective date of termination. Additional costs or damages incurred by the IFRC resulting from the termination of the contract by the Service Provider or by the IFRC in accordance with para (b) above, may be withheld from any amount otherwise due to the Service Provider by the IFRC.

11. BANKRUPTCY

Should the Service Provider file any petition for bankruptcy, or should the Service Provider make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Service Provider's insolvency, the IFRC may under the terms of this contract, terminate the same forthwith by giving the Service Provider written notice of such termination

12. FORCE MAJEURE

Force majeure, as used herein, shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance of the obligations under this Agreement, in spite of all due diligence. Without limiting the foregoing, the following shall constitute events or conditions of force majeure: acts of State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightening and explosion.

If at any time during the course of this contract it becomes impossible for either party to perform any or all of their obligations for reasons of force majeure, that party affected by the force majeure shall give to the other party notice and full particulars in writing within 7 days of such occurrence, and shall keep the other party advised during the duration of the force majeure event. The parties shall consult on the appropriate action to be taken, which may include suspension or termination of this contract with seven days' prior written notice to the other party from the last date of consultation, or the relief of the party from such obligations as long as force majeure persists.

13. INDEMNIFICATION AND INSURANCE

(a) The Service Provider shall indemnify, hold harmless and defend at its own expense the IFRC, its officers, agents, employees and volunteers from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Service Provider or its employees in the performance of this contract.

(b) The Service Provider shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate insurance and furnish proof to the satisfaction of the IFRC of adequate liability insurance (including, as relevant, employers liability insurance, comprehensive general liability insurance, automobile liability insurance and professional liability insurance). The Service Provider shall further provide such health and medical insurance for its agents or employees as the Service Provider may consider advisable.

14. LIABILITY

The Service Provider is expected to fulfil its obligations under this contract in a professional and competent manner. The Service Provider shall be liable for any loss or damage suffered by the IFRC as a result of the Service Provider breaching its obligations under this contract including the obligation to provide Services in a professional and competent manner. This liability is not restricted to cases where negligence can be proved and covers both direct and indirect losses.

15. OFFICIALS NOT TO BENEFIT

The Service Provider represents and warrants that no official of the IFRC has been, or shall be, admitted by the Service Provider to any direct or indirect benefit arising from this contract or the award thereof. The Service Provider agrees that breach of this provision is a breach of an essential term of this contract.

16. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this contract shall be made except by prior written agreement between the Service Provider and the IFRC's authorised representative. The Service Provider shall not assign, transfer, pledge, sub-contract or make other disposition of this contract or any part thereof, or of any the Service Provider's rights, claims or obligations under this contract except with the prior written consent of the IFRC.

17. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, that is not amicably settled by the Parties within one (1) month shall be settled by arbitration to the exclusion of the jurisdiction of local courts.

The arbitration shall be held in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules at present in force of which the Parties have taken due notice. The language of arbitration shall be English and the place of arbitration Geneva, Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall be binding and final.

18. GOVERNING LAW

This contract shall be governed by Swiss law.

19. IFRC PRIVILEGES AND IMMUNITIES

Nothing in or relating to this contract shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the International Federation of Red Cross and Red Crescent Societies.