

# **FEDERATION 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 Federation.

2. **Assignment of Personnel:** The service provider shall not assign any persons other than those accepted by the Federation 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 Federation in connection with the performance of its/their services under this contract.

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

(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) Assure that all duties are conducted with integrity, free from any taint of dishonesty or corruption 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 Federation.

(f) Shall not, in any manner whatsoever use the name, emblem or official seal of the Federation or any abbreviation of the name of the Federation 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 Federation 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 Federation any information known to it/them by reason of its/their association with the Federation which has not been made public, except in the course of their duties or by authorisation of the Federation 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 Federation premises or at any location when representing the Federation, 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 Federation's Code of Conduct (a copy of which has been provided by the Federation). 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) **Data Protection:**

In general, you are expected to treat any personal data that you process as a result of the applicable project/contract in compliance with applicable data protection and privacy laws. In the event that there are no applicable laws in the country (or countries) of performance of the contract/project, then IFRC's Policy on the Protection of Personal Data shall serve as the outline for your obligations. Those obligations include, but are not limited to:

1. Personal Data may only be used for the purposes of fulfilling this Agreement/contract/project/grant (as applicable), and more generally according to instructions of IFRC when it acts as the Data Controller;

2. A legal/legitimate basis (or bases) shall be identified for all processing operations;

3. Personal Data processing shall only be done so far as the data used and the means of processing consider the principles of proportionality, data accuracy and minimization;

4. You shall ensure (where you act as a Data Controller), that adequate and understandable information about Personal Data processing and any related rights shall be provided to data subjects. Additional details on Supplier's commitments to data protection and on the Federation's handling of your data are found here: <https://www.ifrc.org/document/data-protection-statement-related-procurements-partnerships-and-grants> and <https://www.ifrc.org/data-protection>.

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

1. **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 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 Federation or its reputation.

5. **Titles Rights:**

(a) During the term of this contract, the service provider shall disclose to the Federation 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 Federation by the service provider.

(b) The Federation 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 Federation by the service provider. At the request of the Federation, the service provider shall assist in securing such property rights and transferring them to the Federation in compliance with the requirements of applicable law. At the request of the Federation, 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 Federation 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 Federation is the property of the Federation. 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 Federation Secretary General or his/her designate.

(d) Title to any equipment and supplies which may be furnished by the Federation shall rest with the Federation and any such equipment shall be returned to the Federation as soon as possible, when no longer needed by the Service provider. In any event, all equipment and supplies must be returned to the Federation upon the termination or expiration of this contract. Such equipment, when returned to the Federation, 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 Federation 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 Federation 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 8 below, if the services have not been completed during the agreed time period, any additional costs or damages incurred by the Federation due to such delay may be withheld from any amounts owed to the service provider.

8. **Termination of contract:**

(a) This contract may be terminated at any time by either party 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 Federation with immediate effect at any time if the service provider has breached any of his contractual obligations with the Federation or if in the reasonable

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opinion of the Federation the service provider has brought or is reasonably likely to bring the Red Cross/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 Federation. Additional costs or damages incurred by the Federation resulting from the termination of the contract by the service provider or by the Federation in accordance with para (b) above, may be withheld from any amount otherwise due to the service provider by the Federation

9. **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 Federation may under the terms of this contract, terminate the same forthwith by giving the service provider written notice of such termination

10. **Force Majeure:** Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the service provider shall give notice and full particulars in writing to the Federation of such force majeure if the Service provider is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Contract. The Federation shall then have the right to terminate the Contract by giving in writing seven days notice of termination to the Service provider, and the Service provider shall return any deposit paid by the Federation.

11. **Indemnification and Insurance:**

(a) The service provider shall indemnify, hold harmless and defend at its own expense the Federation, its officers, agents and employees 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 workmen's compensation insurance and furnish proof to the satisfaction of the Federation 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.

12. **Officials not to be benefit:** The service provider represents and warrants that no official of the Federation 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.

13. **Ethical Conditions:** The Service Provider shall not be on bankruptcy, wound up or have affairs administered by the Court, neither have entered into an arrangement with creditors, nor have suspended business activities, or be subject to proceedings concerning those matters or be

in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

The Service Provider shall neither be guilty of grave professional misconduct nor be convicted of the same.

The Service Provider shall not be subject to a judgment that has force of Res Judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity.

The Service Provider shall have fulfilled obligations relating to the payment of social security contributions and taxes in accordance with the legal provisions of the country in which he is established or the country where the contract is performed.

The Service Provider guarantees that he is respecting fundamental rights and is in no way complicit in human rights abuses. He is not exploiting child labour and forced labour and respects the basic social rights and working conditions in the countries involved.

14. **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 Federation Head of Administration. 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 Federation.

15. **Arbitration:** Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The place of arbitration shall Geneva, Switzerland, and the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such dispute, controversy, or claim.

16. **Governing Law:** This contract shall be governed by Swiss law.

17. **Federation 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