

GENERAL TERMS AND CONDITIONS ("GTC")

SECTION I: GENERAL

1. Definitions

In the Contract, the following terms have the meaning assigned to them in this Article:

CONFLICT OF INTEREST means any situation involving competing professional and/or personal objectives, which could either intervene with the fulfillment of the Contractor's obligations under the Contract or create an appearance of such conflict;

CONTRACTOR means the legal or natural person specified in the Contract, together with any legal successor(s) in title;

DAY means any calendar day;

DELIVERABLES means either the Services and/or the Goods identified in the Contract;

DELIVERY DATE(S) means, as applicable, the exact or latest possible date(s) by which the Contractor shall provide the Services or deliver the Goods to ICMP under the Contract;

EQUIPMENT means, if applicable, all equipment, machinery or movable property to be provided, serviced or used by the Contractor under the Contract;

FORCE MAJEURE means any unforeseeable and irresistible act of nature including fire and flood, acts of State bodies, acts of war (whether declared or undeclared), invasion, revolution, terrorism or other occurrence of a similar scale that prevents or impairs performance of the Contract, provided that such act is not attributable to the fault or negligence of either Party and cannot be prevented by it. Neither strikes or labour stoppages, nor civil unrest, shall constitute Force Majeure;

GOODS means any and all of the products to be supplied by the Contractor to ICMP under the Contract, including any replacement parts furnished pursuant to a warranty or otherwise, regardless of whether the Price(s) for such Good(s) is or are separately indicated;

ICMP means the International Commission on Missing Persons;

OFFER means the commercial proposal submitted by the Contractor, whether in response to a Solicitation Document or otherwise;

PARTY/PARTIES means ICMP and the Contractor referred to either individually or collectively;

PLACE(S) OF DELIVERY means the location(s) where the Services are to be rendered and, if applicable, the Goods are to be delivered under the Contract;

PRICE(S) means the price(s) of the Deliverables or Services;

SERVICES means any and all services to be provided by the Contractor to ICMP under the Contract, including but not limited to applicable consultancy, report, design work, creation or licensing of intellectual property, training, installation, maintenance, repair or other after-sales service; and

SOLICITATION DOCUMENT means if and as applicable the Request for Quotations, Invitation to Bid, Invitation to Tender, or Request for Proposals issued by the ICMP.

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2.

Independent relationship and tax liability
- 2.1.

The Contractor is engaged as an independent contractor for the sole purpose of providing the Deliverables. Nothing in the Contract shall be construed as creating a partnership, joint venture, agency or employer-employee agreement of any kind. Neither Party shall be authorized to bind the other legally, financially or otherwise except as explicitly indicated in the Contract.
- 2.2.

Unless otherwise specified in the Contract, payment of all taxes relating to provision of the Deliverables shall be the exclusive responsibility of the Contractor, and ICMP shall have no obligation to withhold or pay such taxes on the Contractor’s behalf.
3.

Non-exclusivity
- 3.1.

Unless otherwise specified in the Contract, ICMP shall have no obligation to purchase any minimum quantity of Services or Goods from the Contractor, and ICMP shall retain the right to obtain Services or Goods of the same kind, quality, and quantity described in the Contract from any other source at any time.
4.

Disclaimer
- 4.1.

Except as expressly indicated in the Contract, ICMP makes no warranty whatsoever with respect to any document or material (including but not limited to diagrams, blueprints, charts, and schemes) provided by ICMP to the Contractor in connection with the Deliverables. The Contractor shall be responsible for independently assessing the accuracy of such data before taking any action or incurring

any subsequent expense in relation thereto. ICMP shall provide the Contractor with reasonably required access for this purpose.

SECTION II:

CONTRACTOR’S OBLIGATIONS REGARDING DELIVERABLES

5.

Obligations for Deliverables

- 5.1.

The Contractor shall ensure that the Deliverables:
- 5.1.1.

Are of the quality(ies), quantity(ies) and description(s) required by, and conform to the terms of reference or technical specifications of, the Contract;
- 5.1.2.

Fully comply with applicable laws, ordinances, rules and regulations; and
- 5.1.3.

Are free from any right or claim of a third party, including rights based on industrial or intellectual property.
- 5.2.

Time shall be of the essence in the provision of the Deliverables.
- 5.3.

The Services shall be performed with due care, efficiency and diligence, in accordance with the best industry practices.
- 5.4.

The Contractor shall adhere to the highest standard of care in safeguarding or using ICMP property while such property is in its possession or subject to its care, custody or control, and the Contractor shall be responsible for any loss or damage resulting from its failure to do so.
- 5.5.

Any correction or re-performance of any Service reasonably required by ICMP in its sole judgment shall be done at the expense of the Contractor.
- 5.6.

Any term of an applicable e warranty that is more favourable than or in addition to paragraphs 2 through 4 of this Article shall apply to the Contract.

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5.7. Where applicable, the Contractor’s obligations under this Article shall survive completion, expiration, cancellation or termination of the Contract.

SECTION III: GENERAL OBLIGATIONS OF THE CONTRACTOR

6. Intellectual property

6.1. Except to any extent that the Contractor has granted a license to ICMP, ICMP shall be entitled to all intellectual property, including without limitation copyrights, patents, trademarks, and trade secrets, with regard to any products, documents or other materials related to, produced or collected pursuant to the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the ICMP.

7. Observance of law and standards

- 7.1. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of the Contract, including but not limited to labour laws and health and safety standards.
- 7.2. Attainment of any license, permit or authorization that is required for the provision of the Deliverables shall be the sole obligation of the Contractor. Should any governmental entity refuse, delay or hinder the Contractor’s ability to obtain any such license, permit or authorization, the Contractor shall immediately notify the ICMP.
- 7.3. The Contractor shall neither directly nor indirectly engage in any business activity that contravenes sanctions

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imposed by the following entities:

- HM Treasury’s Office of Financial Sanctions Implementation – Financial sanctions: consolidated list of targets;
- United Kingdom Home Office – Proscribed terrorist groups or organisations;
- European Union – Consolidated list of sanctions;
- United Nations – United Nations Security Council Sanctions List;
- World Bank – World Bank Listing of Ineligible Firms & Individuals;
- The Office of Foreign Assets Control (OFAC) of the US Department of the Treasury.

7.4. Neither the Contractor nor its personnel shall, directly or indirectly, engage in any practice inconsistent with international human rights laws and standards that prevent, inter alia, child labour, sexual exploitation and trafficking in human beings.

8. Discretion and confidentiality

- 8.1. The Contractor is required to exercise the utmost discretion in all matters relating to the Contract. Unless required in connection with the performance of the Contract or expressly authorized in writing by ICMP, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with ICMP. The Contractor shall not, at any time, use such information to any private advantage. These obligations shall survive the completion, expiration, cancellation or termination of the Contract.
- 8.2. The Contractor shall not advertise or otherwise make public the fact that it is

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a Contractor to ICMP, or use the name, emblem, logo, official seal or any abbreviation of ICMP, without the express written consent of ICMP.

9. No assignment

- 9.1. The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract except with the express written consent of ICMP. Any assignment made without such consent shall be void and without effect.

10. No subcontracting

- 10.1. The Contractor shall not subcontract any of its obligations under the Contract without the express written consent of ICMP.

11. No conflict of interest

- 11.1. The Contractor declares that, except as may have been disclosed to the ICMP in writing, neither it nor any of its personnel has a Conflict of Interest, and that it shall immediately disclose in writing any actual or potential Conflict of Interest that later arises and await further instructions from ICMP. Any violation of this Article shall constitute a material breach, entitling ICMP to terminate the Contract with immediate effect.

12. Responsibility for personnel and instructions

- 12.1. The Contractor shall be responsible for the technical and professional competence of its personnel, and will select, for the performance of any

Services or making available or delivery of any Goods, suitably qualified and competent individuals.

- 12.2. The Contractor shall neither seek nor accept instructions from any authority external to ICMP in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect ICMP and shall fulfil its commitments with the fullest regard to the interests of ICMP.

- 12.3. Nothing in paragraphs 1 through 2 of this Article shall be construed as creating any obligation on the part of ICMP with respect to the Contractor's personnel assigned to provide Deliverables under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

13. ICMP staff members not to benefit

- 13.1. The Contractor shall not grant to any official of ICMP any direct or indirect benefit or preferential treatment on the basis of the Contract or the award thereof. Any violation of this Article shall constitute a material breach, entitling ICMP to terminate the Contract with immediate effect.

14. Insurance

- 14.1. For the entire duration of the Contract, the Contractor shall maintain insurance coverage, in amounts required by applicable law or in the absence of legal obligations in amounts consistent with industry standards, for, at a minimum: (i) third- party claims for death, bodily injury and loss of or damage to property arising from or in connection with provision of the Deliverables; and (ii) workers' compensation.

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- 14.2. Upon request by ICMP, the Contractor shall promptly produce documentary evidence that any required policies are in force. Additionally, the Contractor shall promptly present to ICMP any information concerning a reduction in insurance coverage.
- 14.3. If the Contractor fails to comply with its obligations under this Article, ICMP shall be entitled to procure equivalent insurance and, without limitation, to deduct such costs from any sums due to the Contractor.

15. Recordkeeping

- 15.1. The Contractor shall keep accurate and systematic accounts and records in respect of its performance of the Contract, in accordance with internationally accepted bookkeeping standards and principles.

16. Audit

- 16.1. The Contractor shall permit ICMP or its designated representative periodically, and up to 7 (seven) years after the completion, expiration, cancellation or termination of the Contract, to examine these accounts and records, to have them audited by third parties appointed by ICMP and to have copies made. Any price charged to ICMP for copies shall not exceed reasonable, actual expenses incurred by the Contractor.

SECTION V: PRICE, INVOICES AND PAYMENT

17. Price(s)

- 17.1. Except as otherwise stated in the Contract, the Price(s) of the Deliverables shall not be increased

within the applicable period unless agreed in a formal amendment.

18. Invoices and VAT

- 18.1. All invoices shall be in original and shall reference: (i) ICMP Purchase Order number or Contract number; (ii) a description of the Services or Goods provided; (iii) the quantity(ies) of the Services or Goods provided; (iv) the unit and total Price(s) of the Services provided and any Goods delivered; and (v) the currency of the invoice and payment as specified in the Contract.
- 18.2. If it is later determined that the Contractor was not liable for any tax that was included in the Price paid by ICMP, or that having paid any tax the Contractor is entitled to a refund, ICMP shall have the right to deduct the full amount of excess charges by the Contractor from payments under one or more subsequent invoices. Payment of such an adjusted amount shall constitute full payment by ICMP. The Contractor shall be liable to ICMP for the full amount of excess charges, and upon a written demand by ICMP shall promptly return any amounts that are not offset by adjustments under this paragraph. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.

19. Acceptance of the deliverables

- 19.1. ICMP shall have the right, before payment, to evaluate the Deliverables under the Contract and to verify that all Deliverables are in compliance with the Contract, including any acceptance criteria therein. The Contractor shall provide all necessary facilities for such an evaluation.

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20. Payment

- 20.1. Unless otherwise stipulated in the Contract, ICMP shall make payment within 30 (thirty) days from the later of:
 - 20.1.1. Satisfactory performance of the Services and/or delivery of any applicable Goods;
 - 20.1.2. Acceptance by ICMP thereof; and
 - 20.1.3. Receipt of an original, conforming invoice issued by the Contractor.
- 20.2. Payment for any Deliverables by ICMP shall not be deemed an acceptance thereof.

21. Withholding of payments

- 21.1. Without prejudice to any other right or remedy ICMP may have, ICMP may withhold any payment or part(s) thereof to the Contractor to the extent necessary to protect ICMP from loss under the Contract on account of any breach or default by the Contractor. Any such withholding by ICMP shall not affect the Contractor’s obligation to continue performance under the Contract. ICMP shall inform the Contractor in writing of its intent to withhold payment. No interest shall accrue on payments withheld by ICMP in accordance with this Article.

22. Currency and exchange rates

- 22.1. Unless otherwise stipulated in the Contract or required by applicable law, each payment shall:
 - 22.1.1. Be made in US dollars (USD); or
 - 22.1.2. Be transferred to the bank account belonging to the Contractor which is accepted by ICMP. ICMP shall not effect any payment to a third-party account.
- 22.2. The Contractor shall bear all costs, fees

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and commissions that its bank imposes on any payment made by bank transfer.

SECTION VI: DELAYS AND INDEMNITY

23. Delay not attributable to the contractor

- 23.1. If at any time the Contractor is delayed in providing the Deliverables or in fulfilling any other obligation under the Contract due to any cause beyond the Contractor’s reasonable control, including but not limited to Force Majeure, ICMP may, by written notice, extend the Delivery Date(s) or fulfillment of any other obligation for such period of time as ICMP grants at its sole discretion.

24. Indemnity

- 24.1. The Contractor shall indemnify, hold harmless and defend at its own expense ICMP, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including without limitation costs and expenses resulting from acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract, from arranging insurance coverage under Article 15 of these GTC or engaging another contractor pursuant to Article 11 herein.
- 24.2. This Article shall include, without limitation, claims and liabilities relating to worker's compensation or the infringement of intellectual property rights.

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SECTION VII: TERMINATION

25. Termination for breach and alternatives

25.1. ICMP may hold the Contractor in default if the Contractor fails or refuses:

25.1.1. To make available or deliver any or all of the Goods or to perform the Services under the Contract, including due to the inability to obtain required authorizations pursuant to Article 8(2) of these GTC; or

25.1.2. To comply with any or all of the other terms and conditions set out in the Contract.

25.2. When the Contractor is thus in default, ICMP may, at its sole discretion:

25.2.1. By written notice, set a reasonable period of time for the Contractor to remedy its default; if the Contractor does not remedy its default within the additional period of time ICMP may then terminate the Contract with immediate effect; or

25.2.2. By written notice to the Contractor, terminate the Contract immediately in whole or in such part or parts in respect of which the Contractor is in default. In this case ICMP may engage another contractor to provide the Deliverables and recover from the Contractor any resulting additional costs.

26. Termination for insolvency, bankruptcy etc.; notice

26.1. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, ICMP may with immediate effect and without prejudice to any other right or remedy available to it, suspend performance of the Contractor's obligations or terminate the Contract with immediate effect, by

providing the Contractor with written notice thereof.

26.2. Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, then ICMP may, without prejudice to any other right or remedy available to it, terminate the Contract with immediate effect by providing the Contractor with written notice thereof.

26.3. The Contractor shall immediately give written notice to ICMP of the occurrence of any circumstance known or likely to alter materially the Contractor's legal or financial status, including but not limited to actual or pending liquidation, reorganization, change of ownership, insolvency or bankruptcy.

27. Termination for force majeure

27.1. If either Party is prevented from doing, accomplishing or performing any act or thing required of such Party under the terms of the Contract for reasons any unforeseeable and/or exceptional event beyond the reasonable control of that Party acting with due diligence and amounting to Force Majeure, that Party shall, give notice to the other Party immediately upon becoming aware of the cause, with a view to finding an equitable solution, using all reasonable efforts to mitigate the effects of the Force Majeure causes, in order to resume performance of its obligations, failing which, that party shall be excused from performing those obligations that the Force Majeure cause makes it impossible or unlawful for it to perform. If either Party is thereby rendered unable, wholly or in part, to meet its obligations under the

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Contract due to Force Majeure, the either Party may terminate the Contract with immediate effect by providing written notice to the other, thereby incurring no penalty.

The place of arbitration shall be The Hague, the Netherlands, and the language used in the arbitration proceedings shall be English.

SECTION VIII: FINAL PROVISIONS

28. Capacity and authority

28.1. Each Party declares that its signatory is duly authorized to enter into the Contract on behalf of, and to bind, that Party.

29. Governing language

29.1. Unless otherwise agreed by the Parties, the Contract is signed in the English language and may be translated into other languages. In case of a conflict between the English text and that of any translation, only the English text shall be considered authoritative.

30. Settlement of disputes

30.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or its interpretation. Any dispute, controversy or claim arising out of or in relation to the Contract shall be settled through negotiations between the Parties. If the Parties fail to settle the dispute amicably within 60 (sixty) Days of commencement of the negotiations, the dispute shall be settled by final and binding arbitration. Arbitration shall be performed in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration between International Organizations and Private Parties, as in effect on the date of the Contract at the request of either Party, with arbitral proceedings limited to one arbitrator.

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31. Encumbrances and claims

31.1. The Contractor shall not cause or permit any claim, attachment or other encumbrance to be filed or to remain on file in any public office against any monies which the Contractor believes are due or will become due from ICMP in relation to the Contract or for any other reason.

32. Amendments

32.1. No modification, amendment or change to the Contract, or waiver of any of its provisions, shall be valid unless approved in the form of a written amendment to the Contract, signed by a duly authorized representative of each Party.

32.2. Unless otherwise specified in the Contract, a change to the person(s) acting as a Party’s contractual or technical focal point(s) does not require a formal amendment, and may be affected by means of a written notification.

33. Deviations

33.1. Any deviations to the GTC shall be set out in the Purchase Contract concluded between the Parties. In case of conflict between the terms of the Purchase Contract and the GTC, the deviations in Purchase Contract shall prevail.

34. Waiver

34.1. A waiver of any breach of or default

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under the Contract shall not constitute a waiver of any other breach or default, and shall not affect the other terms of the Contract. The rights and remedies provided by the Contract are cumulative and are not exclusive of any other rights or remedies.

35. Severability

- 35.1. Should any provision of the Contract be invalid or unenforceable, the remaining provisions shall remain valid. In the place of an invalid provision, a valid provision is presumed to be agreed upon by the Parties which comes closest to the one actually agreed upon.

36. Entire agreement

- 36.1. Unless otherwise agreed upon in writing, the Contract, embodies the entire understanding between the Parties regarding the subject matter of the Contract and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties regarding the subject matter of the Contract.

37. No waiver of privileges and immunities

- 37.1. Neither the Contract nor any part thereof shall be construed to constitute any waiver, whether expressed or implied, of any privileges and immunities that apply to ICMP, its offices, accounts, assets, officials, officers, experts, and staff.

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