

1. SCOPE OF THE TERMS

These Terms apply to the work specified in the Contract for Work entered by the Contractor and ICRC and set forth the general terms and conditions under which the Contractor will produce work for ICRC. The Contract for Work, together with the General Terms and Conditions, forms the contract.

The Contract for Work is a binding agreement under which the Contractor commits to deliver specified work to the ICRC, and in return, the ICRC agrees to compensate the Contractor as outlined in the agreed terms and conditions of the contract.

2. OBLIGATION OF THE CONTRACTOR

2.1 General

The Contractor shall protect the interests of the ICRC and perform the work and have them performed in accordance with the documents referred to in the contract and shall draw up any other supplementary or detailed plans which may be necessary for the performance of the contract.

The Contractor is obliged to carry out the work personally or have it carried out under his direction.

2.2 Certification

The Contractor hereby confirms that all relevant designs, plans, specifications, and descriptions necessary for the execution of the works have been duly presented and reviewed. The Contractor further confirms that a thorough inspection of the site and location where the works are to be performed has been conducted and that they are fully capable of proceeding with the works based on these inspections. Additionally, the Contractor acknowledges receipt of the Bills of Quantities (BoQ) provided during the tender process and confirms that the BoQ aligns with their understanding of the scope of work.

2.3 Compliance with professional standards

The Contractor must apply the same care and knowledge one may expect from a professional and diligent contractor in the same line of work taking all necessary precautions, respecting his contractual obligations, and applying state of the art rules.

In the absence of an agreement to the contrary or custom, the Contractor shall himself provide for such accessories, instruments and equipment as shall be necessary for the carrying out of the work.

The ICRC has the right to reject any material, equipment or work performed not meeting the standards as stated in the contract and its annexes.

In particular, the Contractor shall:

- a. Ensure a high-quality level of work that adheres to national and international standards applicable to various engineering disciplines, including but not limited to civil, mechanical, electrical, and structural. The Contractor shall ensure that all work is performed by a skilled and experienced labour force specialized in the relevant engineering fields.

- b. Ensure close supervision of the work quality with a qualified engineer as a supervisor where necessary during the entire duration of the work.
- c. Bear full responsibility for implementing all safety procedures in compliance with all applicable safety and labour laws, and international standards, and bear full responsibility for any accidents arising from the normal execution of the work.
- d. Minimize disruptions to local services during the execution of the work to the shortest possible extent. Furthermore, liaise with relevant authorities to provide timely notification to individuals and entities potentially impacted by any necessary service interruptions or shutdowns.
- e. Clean the site and take good care of it during the work. All debris, garbage, waste materials and construction equipment, used during the project must be taken out of the work site on termination or completion of the contract. Furthermore, the Contractor must ensure the proper disposal of all construction waste off-site, in strict accordance with local environmental and waste management regulations, to minimize environmental impact and ensure compliance with local standards.
- f. Keep, of its own volition, the ICRC informed of unforeseen or significant occurrences or difficulties, particularly in the event of a delay in the work and supply the ICRC with the information the latter requests.

2.4 Worksite obligation and responsibility

The establishment or construction by the Contractor of all work-related storage areas and temporary structures on or adjacent to the construction site must be authorized, in advance by the competent authority and all activities shall be confined to areas specified by such authority. Authorized temporary structures shall be provided by the Contractor, at its own expense. The Contractor and/or Contractor Representative shall submit to the ICRC representative for consultation and mutual agreement a site plan for proposed auxiliary site facilities required by the Contractor during the performance of the work.

The site plan shall, as required, include but shall not be limited to, materials and equipment storage facilities, site offices, sanitary facilities, vehicle parking areas, temporary electrical supply locations and trash collection areas, as well as the proposed location for each.

The Contractor shall preserve and protect all existing vegetation, such as trees, shrubs, and grass on or adjacent to the construction site, which is not to be removed, and which does not unreasonably interfere with the work.

The Contractor shall protect from damage all existing structures, improvements or utilities or any other property at or near the construction site, and shall at its own cost repair and restore any damage thereto resulting from the Contractor's failure to exercise reasonable care in protecting the same during Contractor's performance of the work. Should the Contractor fail to repair or restore such

damage within an agreed period with the ICRC, the ICRC shall have the right to make such repair and restoration by itself and deduct or recover the consequent costs from the Contractor's compensation or the performance bank guarantee provided hereunder.

The Contractor shall provide and maintain temporary toilet facilities at the construction site.

The Contractor shall at all times keep the construction site neat, clean and free of waste materials and rubbish.

The Contractor shall, at the direction of the ICRC, remove from the construction site any surplus equipment, materials and or rubbish as and when not required for the work.

Upon completion of the works, the Contractor shall remove from the works or construction site or any part thereof all equipment, temporary structures, rubbish, unused materials or any other such objectionable items at or near the same locations and leave such Works or construction site or any part thereof clean and in workman condition to the ICRC's satisfaction. The Contractor may only retain on the construction site such materials, equipment, and temporary works as are required for the purpose of fulfilling its obligations during the defect's liability period.

2.5 Mobilization and demobilization

Except as otherwise provided herein, Contractor shall arrange and provide at its own expense for all mobilization and demobilization of its equipment and personnel, including but not limited to, providing temporary facilities, housing and accommodation, transportation, visas, residence permits, customs clearance and customs claims, Work permits and all applicable licenses and authorizations, and for immigration and emigration of personnel, as appropriate.

3. MATERIALS

21.1 To the extent that the Contractor has undertaken to supply the material, he is liable to the ICRC for the quality and is bound by a warranty in the same manner as a seller of the materials.

21.2 In case when the materials are supplied by the ICRC, the Contractor has the obligation to confirm the adequacy of delivered materials and to respect the procedure of workmanship and installation of the materials on the construction site.

If, during the execution of the works, defects are discovered in materials supplied by ICRC, or adverse conditions at the designated construction site arise that could jeopardize the timely and proper completion of the works, the Contractor shall immediately notify ICRC in writing. The notification must specify the nature of the defect or issue, its potential impact on the project timeline, and any recommended corrective actions. Failure to provide such timely notice shall render the Contractor liable for any delays, disruptions, or additional costs that result from the unreported defects or conditions.

4. SAMPLES

The Contractor shall without additional charge whenever requested by the ICRC to supply samples for selection or quality control purposes. Such supply and the selection by the ICRC shall be effected in good time to ensure that no delay results.

All workshop or laboratory tests need to be done in certified facilities and it will be at the Contractor's expense. The Contractor will provide the results for acceptance by the ICRC within three days after the testing.

The Contractor must submit any equipment for in situ testing one week prior to its use on-site, and the ICRC need to confirm proposed testing methodology.

5. CONCEALED WORKS

5.1 Principle

All components of the project that will be hidden from view shall undergo inspection by the ICRC before their concealment. If this inspection does not occur, the Contractor, at the ICRC's request, must uncover any concealed work for subsequent inspection or testing.

5.2 Notification procedure

The Contractor is required to notify the ICRC in writing at least three (3) days in advance of covering any concealed works, allowing sufficient time for inspection and approval.

5.3 Cost and time implications for uncovering work

Should it become necessary to uncover concealed works for inspection or to address deficiencies, the Contractor will bear the costs and any project timeline adjustments, unless the need for uncovering is due to the ICRC's request without a subsequent finding of non-compliance.

5.4 Corrective actions and non-compliance

In the event concealed works do not meet the specified standards, the Contractor must rectify the deficiencies at their own expense within a mutually agreed timeframe. Failure to comply may result in penalties as outlined in the contract.

6. INFORMATION

6.1 Right of inspection

The ICRC shall have the right to inspect the progress and performance of the work, as well as its quality and that of the materials being used.

The ICRC's right of inspection shall not in any way relieve the Contractor of its responsibilities for the performance of the work.

6.2 Site meeting reports

The Contractor shall hold regular site meetings, to which the ICRC shall be invited. In any event, the minutes of the meetings shall be sent to the ICRC.

6.3 Final report

Upon completion of the work, the Contractor is required to provide the ICRC, at no additional cost, with a comprehensive and certified dossier containing all relevant operating instructions and up-to-date project documentation. This dossier must be endorsed by the Contractor and, where applicable, certified by the project's architects and engineers to attest to its accuracy and completeness. Specifically, the dossier shall include:

- a. Both paper and electronic versions of the implemented project plans (As-Built Drawings).
- b. Detailed diagrams and comprehensive operating instructions for all installations, ensuring that the ICRC has the necessary information for maintenance and operation.
- c. A complete list of all subcontractors involved in the project, including their contact information, to facilitate any future consultations or clarifications.

- d. Documents detailing the warranties and guarantees provided by the contractors, subcontractors, and manufacturers for materials, equipment, and workmanship.
- e. Reports and results of tests performed on systems and equipment to ensure they are installed correctly and operating as intended.
- f. A list of spare parts provided for equipment and systems, including details on how to order replacements.
- g. Certificates and Permits: Provide copies of all relevant certificates and permits during construction such occupancy certificates and Environmental clearances.
- h. Lien Waivers confirming that all subcontractors, suppliers and labourers involved in the project have been paid in full and have no outstanding liens against the project.

7. MODIFICATIONS: ADDITIONAL AND / OR ELIMINATED WORKS

7.1 Principles

If the ICRC wishes to change, amend, or improve the work it must provide the Contractor with a written request detailing the proposed changes.

To determine the feasibility, the increase or reduction in prices and the impact on delivery dates, the Contractor will have a period of fifteen (15) days from receipt of the request to draw up a detailed written offer showing whatever effect the modification might have on the work.

The desired modification will be carried out and paid for only if the ICRC has accepted the conditions, delivery dates and impacts on the initial work in writing.

If the Contractor refuses the modifications for feasibility or deadline reasons despite the ICRC assuming responsibility for all consequences in connection with the modifications, the ICRC may have the modifications executed by a third party.

7.2 Price

7.2.1 The additional work necessitated by the modifications or improvements referred to above will be calculated based on the unit prices previously established for determining the contract price, inclusive of any applicable discounts.

7.2.2 If the parties cannot agree on the cost of any additional work, the ICRC shall have the right to invite competing tenders and, if necessary, impose the resulting prices on the Contractor.

8. SUBCONTRACTING

8.1 Principle

The Contractor may sign contracts for work with tradesmen, contractors and suppliers (hereinafter referred to as "Subcontractors"), as well as with any other third-party taking part in the work.

The Contractor will make such contracts in its own name and for its own account. Vis-à-vis the Subcontractors, the Contractor shall have all the rights and prerogatives of an ICRC. Towards the ICRC, the Contractor remains entirely

liable for any work executed by such third parties as if he had executed the work himself.

The Contractor does not have the right to hire any employee of a relevant ministerial authority, ministerial sub-directorates, or relevant municipal agencies, nor any member of any governmental agency or institution.

The Contractor must provide the ICRC with the business name of any Subcontractor to whom it is intended to award a job so as to enable the ICRC, where applicable, to state its reservations. The ICRC may object to them only on reasonable grounds.

The fact that the Contractor awards a job to a subcontractor proposed but not imposed by the ICRC shall not relieve the Contractor of any of its obligations, responsibilities or liabilities.

8.2 Payment of Subcontractors

21.3 The Contractor undertakes:

- a. to use the ICRC payments only for invoices in relation to the construction of the work;
- b. to pay the Subcontractors punctually for the amounts due to them;
- c. to produce a statement of its payments to the Subcontractor at any time upon request.

To permit compliance with this obligation to be checked, the Contractor may be requested to open a special account with a banking institution designated by the ICRC.

The ICRC shall have the right to make full and final payment directly to the Subcontractor of the amount agreed between the Contractor and the Subcontractor. The amount thus paid will be charged by the ICRC to the remuneration owed by him to the Contractor. In the event of a dispute over an amount between the Contractor and the Subcontractor, the ICRC shall be entitled to have the amount placed on deposit with the effect of full and final settlement vis-à-vis the Contractor.

8.3 Obligations of the Subcontractors

The Contractor will ensure that the following provisions are included in all contracts concluded with its subcontractors:

- a. The Subcontractor undertakes to carry out the work personally using its own resources such that, as a rule, further subcontracting is excluded.
- b. The Subcontractor guarantees the same high quality of work as the Contractor, respecting laws and professional standards one might expect from a professional in the same line of work.
- c. Exceptionally, the Subcontractor may be permitted by the Contractor to sub-subcontract a part of the work, on condition that written authorisation has been sought and granted by the ICRC.
- d. If, by way of exception, the authorization to sub-subcontract is granted, the Subcontractor shall remain as liable for the work of its Sub-Subcontractor as it is for its own.

9. ASSIGNMENT

The Contractor may not assign, sublicense, or transfer this contract or any right or duty thereunder, without ICRC's prior written consent.

Any purported assignment or transfer of the contract in violation of Article 9 will be null and void.

ICRC may sublicense, assign, delegate, or otherwise transfer this contract, including the rights and obligations herein, in whole or in part, to any person or entity.

10. ACCEPTANCE PROCEDURE / GUARANTEE FOR DEFECTS

10.1 Notice of completion of work

The Contractor will inform the ICRC that the work has been completed and call a meeting for the examination and provisional acceptance of the work. The parties will draw up a report noting the result of the examination.

In any case, the ICRC shall, as soon as appropriate according to usual business practice, examine the quality of the work and immediately notify the Contractor of defects, if any.

10.2 Defects

If any defects are identified, ICRC shall notify the Contractor in writing within 7 days of their discovery. The notification will provide a detailed description and the specific location of each defect. A defect is defined as any failure to meet the standards of workmanship, materials, and performance criteria as outlined in the contract documents. This includes but is not limited to, non-compliance with local and international building codes, as well as any deviations from the approved project plans and quality expectations.

Upon receipt of the notice, the Contractor shall remedy the defects within a time limit mutually agreed upon based on the severity and extent of the defects. In any case, this period shall not exceed 15 days from the date of notification, unless an extension is granted due to exceptional circumstances, as agreed by both parties.

Once the remedial work is completed, ICRC reserves the right to inspect the corrected work to ensure all defects have been properly addressed. If ICRC determines that the remediation is incomplete or unsatisfactory, further corrective actions may be required. If defects persist, ICRC may either:

- a) **Price Reduction:** ICRC shall notify the Contractor of the amount to be deducted from the contract price, corresponding to the unresolved defects or shortcomings in the remedial work.
- b) **Third-Party Rectification:** ICRC may opt to have the defects remedied by a third party. The Contractor shall be notified of the selected third party, and the Contractor will be liable for all associated costs incurred in rectifying the defects.

In both cases, the Contractor will bear the full responsibility for the consequences of not addressing the defects within the agreed timeframe or to the required standards.

Where the work suffers from defects which are so substantial or deviates from the contractual specifications to such an extent, that it is unusable for the ICRC or that its acceptance cannot reasonably be expected of him, the ICRC is entitled to refuse acceptance and to cancel the contract (art. 18.3 "Consequences of cancellation" applies).

10.3 Repairs

The defects repaired must be accepted in accordance with the above procedure.

10.4 Provisional acceptance

21.4 Provisional acceptance of the works shall be granted under the following conditions:

- **Completion and Inspection:** Upon completion of the works, a detailed inspection report shall be compiled by an authorized ICRC representative. This report shall document the status of the works, noting any defects or areas requiring rectification.
- **Defect-Free Completion:** Provisional acceptance shall be granted if the inspection report identifies no defects, indicating that the works meet the specifications and quality standards outlined in the contract.
- **Acceptance with Noted Defects:** If the ICRC, through the completion report or subsequent communications, acknowledges the completion of the works despite noting minor defects and those defects are rectified to the satisfaction of the ICRC within a mutually agreed timeframe, provisional acceptance shall be granted.
- **Rectification of Defects:** In cases where defects have been identified and subsequently rectified, the Contractor shall submit a rectification report detailing the corrective actions taken. Provisional acceptance shall be granted upon the ICRC's verification and approval of the rectification efforts, as evidenced by a follow-up inspection report.

10.5 Additional Provisions for Provisional Acceptance:

- **Notice of Provisional Acceptance:** The ICRC shall issue a written notice of provisional acceptance to the Contractor, specifying the date of acceptance and any conditions or reservations attached.
- **Period of Liability for Latent Defects:** Provisional acceptance does not waive the Contractor's liability for latent defects not discoverable during initial inspections. The contract shall specify a period during which the Contractor remains liable for such defects, as agreed upon by both parties.

21.5

11. FINAL ACCEPTANCE / WARRANTY

Final acceptance of the works shall be deemed to occur following the date of provisional acceptance as stipulated in the specific Contract for Work, conditional upon the absence of any major defects during the agreed warranty period (hereinafter referred to as the "Warranty Period"). The duration of the Warranty Period shall be as specified in the contract and may vary depending on the type and scope of the project.

The identification of minor defects during this period shall not prevent the issuance of final acceptance; however, it will require the issuance of an amended notice of completion that pertains exclusively to the segments of the works affected by such defects. In contrast, the identification of major defects shall delay final acceptance, and an amended notice of completion shall be issued only after the major defects are satisfactorily remedied.

The warranty does not cover damages due to misuse, user's negligence, wear and tear or any other damages due to risks to be borne by the ICRC according to normal business practices.

Notwithstanding the grant of final acceptance, the Contractor shall retain liability for a duration of five years following final acceptance for any defects which, at the time of inspection and acceptance, were not detectable or were deliberately concealed by the Contractor.

12. FIXED PRICE CONTRACTS

If the compensation has been precisely stipulated in advance (fixed price), the Contractor is obligated to complete the work for this sum and may not claim an increase even if he had more labour or larger expenditures than had been foreseen.

Should extraordinary circumstances arise, unforeseeable or beyond the contemplation of both parties at the time of contract execution, thereby obstructing or significantly complicating the fulfilment of the contractual obligations, the arbitrator, as predetermined by the parties' chosen method of dispute resolution, shall possess the authority to either equitably adjust the contract price or decree the contract's termination.

The ICRC shall also pay the full price if the completion of the work has caused less labour than had been foreseen.

13. DELAY AND PENALTIES

The Contractor shall perform the Work in accordance with the time schedule jointly approved by both parties, the Contractor and ICRC.

If the Contractor or its Subcontractor(s) encounters conditions impeding the timely performance of the Works, the Contractor shall notify ICRC in writing of the fact of the delay, its likely duration and cause(s) within three (3) days of its occurrence. ICRC shall evaluate the situation and advise the Contractor if the time for performance can be extended.

The penalty clause, if any, will be imposed for late completion of the contract unless due to Force Majeure without prejudice to other measures stipulated in the contract such as early termination. Nevertheless, the Contractor must inform the ICRC immediately in the case of possible delays or Force Majeure in order to enable the ICRC to take any appropriate measures.

The ICRC has the right to deduct the penalty without further process either from any outstanding bills or from the retention to be returned or use it to compensate any claims the Contractor might have against him.

Even if the penalty clause is applied, the ICRC may still choose to terminate the contract according to these General Terms and Conditions

14. INSURANCE

Nothing in the parties' relations shall be construed as an employment relationship. The Contractor therefore bears sole responsibility for insurance (old-age, invalidity, unemployment, accident, sickness, loss of earnings, third-party liability), for which he shall take out adequate coverage for himself and his employees.

15. PLEDGE OF DISCRETION / ICRC TRADEMARKS

The objective of the ICRC is to provide protection and assistance for victims of war, civil war or internal disturbances and for other victims on whose behalf the ICRC is called upon to take action. To attain this objective as effectively as possible, the ICRC must at all times enjoy the confidence of governments and of the victims.

This confidence is largely based on the neutrality of the ICRC and on the discretion with which it conducts its activities and in particular, on its undertaking that anybody active for the ICRC will never disclose what he sees or learns while working for the ICRC.

Accordingly, anybody active for the ICRC, therefore, undertakes to observe the utmost discretion concerning matters with which he shall be called upon to deal or which may come to his knowledge and to consider himself bound by professional confidentiality in this regard.

This duty shall remain in effect even after the contract has ended.

The Contractor is not authorized to use and agrees it will not use ICRC trademark(s), logo(s), emblem(s), service mark(s), trade name(s), and/or legal notice(s) (collectively, "ICRC Marks") without the ICRC's prior written consent.

16. INTELLECTUAL PROPERTY RIGHTS

The Contractor herewith irrevocably assigns to the ICRC all transferable intellectual property rights, if any, the results of his work for the ICRC and the results of any activity carried out in relation to this contract. These rights include but are not limited to, the exclusive right to use, publish, sell, modify or distribute any material prepared for or on behalf of the ICRC under this contract.

17. PAYMENT

The conformity of the scheduled payments to the real progress must be certified by the Contractor. This certification must be attached to each invoice so that the ICRC can verify the situation.

The time limit for payment is thirty (30) days from the date of receipt of the invoice from the Contractor.

The ICRC may require that the payment be made into a special construction account with a specific bank, so as to ensure that the money is properly used and, particularly that payment is received by the various subcontractors.

By way of guarantee, the ICRC may retain an agreed percentage of the value of each invoice.

In the event of unjustified delay by the ICRC in paying an invoice, the ICRC will be liable to pay the Contractor the national bank default interest rate with effect from the date of formal notice by the Contractor.

No adjustment to the price of the Contract will be made due to variations in the exchange rates.

18. TERMINATION OF THE CONTRACT

18.1 General grounds for termination:

(a) Performance Anticipation and Remedy Period

21.6 If it becomes apparent that either party will significantly fail to meet their contractual obligations ("faulty performance"), the aggrieved party shall provide written notice to the defaulting party, specifying the nature of the breach and setting a reasonable deadline for remedy. Failure to rectify the breach within this period grants the aggrieved party the right to terminate the contract. Additionally, the ICRC reserves the right to assign the completion of the work to a third party, with all associated costs and risks borne by the Contractor.

(b) Insolvency

21.7 Either party may terminate this contract with immediate effect upon written notice if the other party is declared insolvent, files for bankruptcy, or undergoes any similar legal process indicating financial insolvency.

18.2 For exceeding estimates

21.8 If an approximate estimate of the price or the time frame for the completion of the work agreed upon with the Contractor is exceeded disproportionately without the interference of the ICRC, the latter is entitled, during as well as after completion of the work, to early terminate the contract.

18.3 Consequences of the Termination

21.9 In the event that the contract is terminated, the parties return to each other what they have already received. If the work or part of it can not be returned and if it is of value to the ICRC, the latter shall pay equitable compensation. The same applies where constructions on real property could only be removed at a disproportionate disadvantage for the Contractor. Claims for damages and/or interests are reserved.

19. WITHDRAW AGAINST INDEMNIFICATION

As long as the work is incomplete, the ICRC may withdraw at any time from the contract, against compensation for the work already performed and against full indemnification of the Contractor's loss of earnings.

20. GENERAL PROVISIONS

20.1 Force Majeure

A Party will not be in breach of its contractual obligations in case of delay in performing, or failure to perform, its obligations under this contract to the extent such delay or failure is caused by the occurrence of an exceptional event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent or overcome (referred to as a "**Force Majeure Event**").

If a Party is or will be prevented from performing any of its obligations by Force Majeure Event, the Party affected must notify the other Party immediately in writing and not later than 7 days, setting out full details of the Force Majeure Event and the reasons for the Force Majeure Event preventing that Party from, or delaying that Party from, performing the affected obligations under this contract. The affected Party must use its best endeavours to overcome or remove the effects of the Force Majeure Event as quickly as possible.

Upon completion of the Force Majeure Event, the affected Party must as soon as is reasonably practicable recommence the performance of the affected obligations.

If the event continues for 28 (twenty-eight) days, either of the parties may cancel the contract by informing the other party in writing (art. 18.3 "Consequences of the Termination" applies).

The Contractor acknowledges and agrees that, with respect to any of its obligations under the contract, the Contractor will be performing such obligations in areas in which the ICRC is engaged in humanitarian operations and any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, shall not, in and to itself, constitute a Force Majeure Event.

20.2 Respect for humanitarian values

21.10 For the duration of the contract, the Contractor may according to the circumstances be considered "close" to the ICRC. Contractor acts and/or behaviour may reflect on the image and/or the reputation of the ICRC. Contractor therefore undertakes to comply with the essence of the relevant ICRC rules of conduct and to adopt an attitude compatible with the purely humanitarian nature of the organization's work, in accordance with the "Code of Conduct for Employees of the International Committee of the Red Cross" and "Code of Conduct for Suppliers of the International Committee of the Red Cross" (attached). This does not mean, however, that the Contractor, who remains self-employed, thus establishes an employment relationship with the ICRC. The latter may terminate the contract if the Contractor does not respect these rules and/or if ICRC's association with the Contractor is detrimental to ICRC's actions or reputation (art. 18.3 "Consequences of the Terminations" applies).

20.3 ICRC Supplier Code of Conduct and Reporting Obligations

The ICRC has established a Supplier Code of Conduct which establishes the minimum sustainability standards and requirements and outlines the behaviours expected of suppliers who commit to uphold these standards and prevent misconduct, including (i) fraud and corruption, (ii) sexual exploitation, abuse and harassment, (iii) forced and compulsory labour, and (iv) hazardous, harmful or exploitative child labour and other forms of exploitation, abuse, neglect or violence against children and (v) unlawful discharge of hazardous waste, wastewater or air emissions into the environment (land, air or water) (the "Supplier Code of Conduct"). The Contractor acknowledges and agrees to comply with [The Supplier Code of Conduct \(icrc.org\)](https://icrc.org/en/works/contractors/supplier-code-of-conduct).

The Contractor shall report immediately to the ICRC any credible allegations of fraudulent activity or misconduct in relation to the performance of the Contract for Work by using any available reporting means such as the ICRC Integrity Line (code_of_conduct@icrc.org) <https://icrc.integrityplatform.org/>

The Contractor shall inform the ICRC of any material change in its legal structure.

21.11 In addition, the Contractor will provide prompt written notice to ICRC of any event or condition that results in or is reasonably likely to result in, a material adverse change to the Contractor's financial condition, reputation or operation.

20.4 Audits and Investigations

21.12 The ICRC, or any other person or entity designated by the ICRC, may conduct audits or investigations relating to any aspect of the contract for work including in case of suspicion of fraud or corruption. The Contractor will provide its full and timely cooperation with any such audits or investigations. The Contractor will require its Subcontractors to provide reasonable cooperation with any such audits or investigations.

20.5 Independent Contractors

The Parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties, and neither Party may create any obligations or responsibilities on behalf of the other Party.

20.6 Severability

If any provision(s) in the Contract for Work is held to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability will not affect the remainder of its provisions. Moreover, if any provision(s) in the Contract for Work is held to be excessively broad as to duration, geographical scope, activity, or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law.

20.7 No Engagement in Manufacture or Sale of Mines or Other Weapons

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines and/or other weapons or components utilized in the manufacture of anti-personnel mines and/or other weapons.

20.8 Security warning / Discharge from liability

21.13 The nature of the ICRC's work and of armed conflicts can make working for the ICRC highly dangerous. Risks include injury, kidnapping and death. Contractors must be aware of these risks and know that in case of a kidnapping, it is ICRC policy not to pay any ransom and that no insurance has been concluded for that purpose. The Contractor confirms that he has been informed of and accepts these risks. In any case, the ICRC's and its employees' liability is expressly excluded.

21.14 The Contractor must be thoroughly familiar with any specific instructions that apply to the delegation and comply with them at all times.

20.9 Governing Law and Dispute Resolution

The Contract for Work and any dispute relating thereto will be governed by the laws of Switzerland, without regard to conflict/choice of law principles. Any dispute, controversy, or claim arising out of, or in relation to, the Contract for Work, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date on which the Notice of Arbitration is submitted in accordance with these rules. The seat of the arbitration shall be Geneva (Switzerland). The language of the arbitration shall be English.

20.10 Entire Agreement and Amendments

The Contract for Work, including any documents expressly incorporated therein, constitutes the entire agreement between ICRC and the Contractor and supersedes any and all other agreements and understandings between ICRC and the Contractor, whether oral or written, with respect to its subject matter. In the event of a conflict between the provisions of these General Terms and Conditions and the Contract for Work or any of its Annexes, the General Terms and Conditions will prevail. In the event of a conflict between the Contract of Work or any of its Annexes, the Contract of Work will prevail.

Notwithstanding the foregoing, the Parties may deviate from the General Terms and Conditions in the Contract for Work, provided that such deviations: (i) are expressly mentioned in the Contract for Work, (ii) apply only to the specific Contract for Work and not any other agreements among the Parties, and (iii) specifically identify the provision(s) of the General Terms and Conditions they amend.

20.11 No-Waiver

21.15 The failure to exercise or delay in exercising a right or remedy under the Contract for Work shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under the Contract for Work shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

21.16 The rights and remedies contained in the Contract for Work are cumulative and not exclusive of any rights or remedies provided by law. In addition, nothing in the Contract for Work shall be interpreted as an express or implied waiver on the part of the ICRC of its privileges and immunities as an international organization

20.12 Cumulative Remedies

The rights and remedies of ICRC under the Contract for Work are not exclusive and may be exercised alternatively or cumulatively, with any other rights and remedies available under the Contract for Work or in law or equity.

20.13 Contract Acceptance; Counterparts

The Contract for Work and any amendments thereof, if applicable, may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

The Contractor's online acceptance of a Contract for Work or amendment thereof will be deemed an execution for purposes of the preceding sentence.

21. DEFINITIONS

All definitions will apply both to their singular and plural forms, as the context may require.

In addition to those definitions set forth elsewhere in the Contract for Work, the following capitalized terms have the meanings set forth below:

21.1 "**Confidential Information**" means any information disclosed by either Party (the "**Disclosing Party**") to the other (the "**Receiving Party**"), either directly or indirectly, in writing, orally, or by inspection of tangible objects that are designated as "Confidential", "Proprietary", or some similar designation. Notwithstanding the foregoing, Confidential Information includes these Terms and the Statement of Work, all information about ICRC activities and functioning and more generally all non-public data relating to or owned or controlled by ICRC of which the Contractor will acquire knowledge in the performance of the Contract for Work. Confidential Information will not, however, include any information which: (i) was made public without restriction prior to the time of disclosure by the Disclosing Party, (ii) becomes publicly known without restriction after disclosure by the Disclosing Party through no action or inaction of the Receiving Party, (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files, records, and/or other competent evidence immediately prior to the time of disclosure, (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality, or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession.

- 21.2 “**Contractor**” means the entity named as the “Contractor” in the Contract for Work agreement and the legal successors in title and assigns to this entity
- 21.3 “**ICRC Code of Conduct**” means the set of rules outlining the norms, rules, standards of integrity and professionalism that reflect the values underpinning the ICRC’s mission.
- 21.4 “**ICRC Property**” means, collectively, any and all ICRC Confidential Information, ICRC data, ICRC Marks, Work Products and all property, equipment, and proprietary information and materials provided by ICRC to, or otherwise obtained by, the Service Provider, or existing at any Site(s), as well as all derivatives of the foregoing.
- 21.5 “**Intellectual Property**” or “**Intellectual Property Rights**” means all: (i) trade secrets, (ii) patents and patent applications, (iii) trademarks and trademark applications, (iv) service marks and service mark applications, (v) trade names, (vi) Internet domain names, (vii) copyrights and copyright applications, (viii) moral rights, (ix) database rights, (x) design rights, (xi) rights in know-how, (xii) rights in inventions (whether patentable or not), (xiii) renewals or extensions, and (xiv) goodwill.
- 21.6 “**Materials**” means supplies, machinery, apparatus and the like intended to form or forming part of the Buildings
- 21.7 “**Party**” means either ICRC or the Service Provider, as applicable and “**Parties**” means ICRC and the Contractor collectively.
- 21.8 “**Personal Data**” means any information that: (i) can be used to identify, contact or locate a specific individual or entity, (ii) can be used in conjunction with other personal or identifying information to identify or locate a specific individual or entity, or (iii) is defined as “personal data” by applicable laws relating to the collection, use, storage and/or disclosure of information about an identifiable individual.
- 21.9 “**Personnel**” means all workers employed, contracted, or used by the Contractor in connection with the Contract for Work, including employees, agents, independent contractors, temporary personnel, day labourers, and other individuals/entities or the Contractor himself/herself if he/she is an individual.
- 21.10 “**Permanent Work**” means portion of the Work, including all buildings, structures, improvements, equipment materials and other things of a permanent nature for which sub-contractors services are engaged hereunder.
- 21.11 “**Project Manager**” means the ICRC employee or consultant who is the primary contact person for the Service Provider, as identified in the Contract for Work.
- 21.12 “**Services**” means the services to be provided by the Contractor as described in the Contract for Work.
- 21.13 “**Site**” means the places provided by the ICRC where the Works are to be executed and to which Materials are to be delivered and any other places specified in the Contract for Work as forming part of the Site.
- 21.14 “**Site Access Policies**” mean the policies (if any) that the Contractor must follow when on a Site, including security, facility, equipment, conduct, and safety policies, as updated from time to time.
- 21.15 “**Subcontractor**” means a third party to which the Contractor delegates any portion of its obligations, subject to Section 2.4 (b) above.
- 21.17 “**Temporary Works**” means all temporary services and Work of every kind (other than the Contractor’s equipment) required in or about the execution and completion of the Permanent works and remedying of any defects therein.
- 21.18 “**Work**” or “**work**” means all or any of the work whether of temporary or permanent nature and services to be performed by the Contractor pursuant to the contract.