

## 1. SCOPE OF THE TERMS

These Terms apply to the Services specified in any and all statement(s) of work entered into by the Parties (the “**Statement(s) of Work**”) and set forth the general terms and conditions under which the Service Provider will provide the Services to ICRC. The Statements of Work together with the Terms form the “**Services Agreement**”.

## 2. SERVICES

### 2.1. Services Timeframe

Unless specified otherwise by the Parties, the Service Provider acknowledges that time is of the essence with respect to the performance of all Services and any timeframe or deadline specified in the Statements of Work shall be deemed binding upon the Service Provider. If the Service Provider fails to perform any Services in accordance with such agreed timeframe or deadline, it shall automatically be deemed in default after the grace period set forth in Section 3.1(d), without any further notice by ICRC being required.

### 2.2. Standard of Care

The Service Provider shall provide the Services: (i) to the best of its ability using all reasonable skill and care, (ii) in accordance with first class industry standards, and (iii) in compliance with the Terms, as well as any specifications or conditions, if any, set forth in the Statement of Work, in particular with regard to agreed deliverables in the course of the performance of the Services (the “**Deliverables**”).

ICRC may conduct regular performance reviews, at least once per year following the first anniversary, with respect to specific performance criteria set forth in the Statement of Work or otherwise notified to the Service Provider (the “**Performance Review**”). The results of any Performance Review will be notified to the Service Provider, along with potential measures to be implemented by the Service Provider, if any, following such Performance Review, including a reduction of the fees due to the Service Provider.

### 2.3. Compliance with the ICRC Code of Conduct

The Service Provider shall at all times comply with, and cause its Personnel and Subcontractor(s) to comply with, the ICRC Code of Conduct provided to the Service Provider by ICRC, which may be updated from time to time. In case of contradiction between the Code of Conduct and any provision of the Services Agreement, the latter shall prevail.

### 2.4. Staffing

#### (a) Personnel

The Service Provider agrees: (i) to assign Personnel qualified to perform the Services, (ii) to maintain sufficient staffing levels to ensure that the Services are performed within the timeframes specified in the Services Agreement, and (iii) that its Personnel will be properly supervised and controlled. The Service Provider is solely responsible for: (i) the acts and/or omissions of its Personnel, (ii) payment of all Personnel compensation, including all legal and contractual benefits, (iii) withholding any and all appropriate taxes, and

(iv) complying with any applicable employment laws as well as any other employer duties and obligations.

The Service Provider shall further ensure that the Key Personnel identified in the Statement of Work, if any, shall supervise and be predominately involved in providing the Services. If any Key Personnel leaves the Service Provider or ceases to be involved in providing the Services, the Service Provider shall promptly notify ICRC, which shall have a right of approval over any replacement.

If the Service Provider cannot provide a satisfactory replacement within a reasonable period time, ICRC shall have the right to obtain a maximum reduction of 10% of the fees due to the Service Provider impacted by such absence of satisfactory replacement for the period during which the Service Provider cannot provide satisfactory replacement.

#### (b) Subcontractors

The Service Provider will not subcontract the Services, in whole or in part, without ICRC’s prior written approval or as provided for in the Statement of Work. The Service Provider agrees to: (i) impose on Subcontractors obligations consistent with the terms of the Services Agreement, and (ii) ensure that Subcontractors comply with the Services Agreement. The Service Provider’s use of any Subcontractor will not relieve, waive, or diminish any obligation the Service Provider has under the Services Agreement. The Service Provider is solely responsible for the acts or omissions of Subcontractors. In addition, the Service Provider is solely responsible for the payment of any compensation due or allegedly due to Subcontractors, and Subcontractors may not seek payment (either directly or indirectly) from ICRC.

#### (c) Background Checks

Subject to applicable law restrictions, the Service Provider endeavours to conduct a background check on all Personnel and Subcontractors (including, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education) prior to such Personnel or Subcontractor undertaking any action in connection with the Services Agreement. Subject to applicable law, the Service Provider shall inform ICRC of any type of compromising findings of any background checks conducted by the Service Provider; if the Service Provider is not allowed to provide such information on compromising findings to ICRC, then the Service Provider shall refrain from using the affected Personnel or Subcontractor.

#### (d) Removal

ICRC may request removal and/or replacement of any Personnel or Subcontractor upon notice to the Service Provider. Upon such request, the Service Provider will immediately remove such Personnel or Subcontractor from performing Services hereunder and promptly replace such Personnel or Subcontractor with other Personnel or Subcontractor reasonably acceptable to ICRC. Removal of any Personnel will not relieve, waive, excuse, or diminish any obligations the Service Provider has under the Services Agreement.

## 2.5. Inspections

Upon notification by ICRC, the Service Provider will, within ten (10) days, allow ICRC to visit the Service Provider's facilities and inspect all records that are held or maintained in connection with the Services Agreement, and the Service Provider's facilities that will be or are being used in the course of the performance of the Services. Each Party will bear its respective costs associated with such inspection.

## 2.6. Financial Information

The Service Provider represents, warrants, and covenants that it has the financial viability to fulfill the obligations under the Services Agreement.

## 3. COMPENSATION AND PAYMENT TERMS

### 3.1. Payment

#### (a) Compensation

Subject to the Service Provider's strict compliance with the Services Agreement, ICRC will pay the Service Provider for Services performed based upon the fees and specific payment terms set forth in the Services Agreement, if any. In the absence of specific payment terms in the Services Agreement, the Service Provider will promptly invoice ICRC upon completion and formal acceptance of the Services or, if the Services are performed over several months and have been accepted, within ten (10) days of the end of each calendar month. Payment for any Services performed in accordance with the Services Agreement will be made sixty (60) days after ICRC's receipt of an invoice referencing the applicable Services Agreement and itemizing all of the Service Provider's fees and charges.

The Service Provider will not invoice ICRC for, nor be entitled to, any amounts in excess of the amounts stated in the applicable Statement of Work, even if presented as estimates or only by reference to resources such as man-days. Unless expressly agreed otherwise by the Parties in writing with a specific reference to this Section 3.1, any amount shall be considered as fixed fees. In addition, the Service Provider shall not be entitled to any compensation for Services or Deliverables that are not accepted by ICRC as being compliant with Section 2.2 or otherwise are defective.

Unless otherwise agreed by the Parties in writing, all payments will be invoiced and paid in Swiss francs, regardless of the location in which the Services are performed.

#### (b) Invoicing Address and Payment Processing

All invoices must indicate the requester name and the Statement of Work reference, and have to be sent in PDF to [gva\\_invoices\\_services@icrc.org](mailto:gva_invoices_services@icrc.org).

#### (c) Payment Disputes

ICRC may withhold payments for any item(s) on the Service Provider's invoice that ICRC reasonably disputes or for Services or Deliverables that have not been formally accepted. Pending resolution of the dispute(s), ICRC's non-payment of disputed items will not constitute a default and will not entitle the Service Provider to suspend or delay the provision of the Services or terminate the Services Agreement, in whole or in part.

#### (d) Late Performance

To the extent that the Service Provider fails to perform any Services by the applicable time line, plus a grace period of fifteen (15) days, ICRC will be entitled to a five (5) percent discount off the total fees related to such late Services or delivery per additional week of delay, up to thirty (30) percent, without prejudice to any other rights and remedies. The Service Provider shall automatically apply such discount on its next invoice or refund the relevant amount to ICRC, if so requested.

#### (e) Offsets

ICRC may offset amounts owed by the Service Provider to ICRC against amounts owed by ICRC to the Service Provider. The Service Provider may offset amounts owed by ICRC to the Service Provider against amounts owed by the Service Provider owed to ICRC, subject to ICRC's express prior written approval.

### 3.2. Costs and Expenses

The Service Provider will not be entitled to reimbursement for any cost or expense unless the cost or expense: (i) is set forth in the Statement of Work or otherwise agreed to in writing, (ii) if for travel or accommodations, was incurred consistent with the applicable ICRC policy, (iii) is detailed on the corresponding invoice and accompanied by supporting documentation, and (iv) is billed at cost. All cost and expense items that meet the foregoing criteria will be paid in accordance with Section 3.1 above.

### 3.3. Taxes

Amounts payable by ICRC for Services shall include all applicable taxes (if any) and the Service Provider will be solely responsible for the payment of such taxes (if any) to the competent tax authorities, unless ICRC expressly agrees otherwise in writing; provided however, in no event will ICRC be liable for any income taxes imposed on the Service Provider or any other taxes or charges assessed against the Service Provider or associated with the operation of its business.

## 4. OWNERSHIP AND INTELLECTUAL PROPERTY

### 4.1. Work Product

ICRC shall be the sole and exclusive owner of all work products resulting from the performance of the Services (the "**Work Products**"), at no additional cost for ICRC, including all Intellectual Property Rights therein, regardless of whether such Work Product is specified in the Statement of Work, or whether is or is not yet completed and/or accepted. To the extent that title to any of the Work Product does not vest in ICRC as the author or that such Work Product may not be considered "works made for hire", all rights, title and interest therein, including all Intellectual Property Rights, are hereby irrevocably assigned and transferred to ICRC by the Service Provider as of the creation or production of such Work Product, and the Service Provider hereby irrevocably and unconditionally waives all enforcement of such rights to the extent they may not be assigned and transferred to ICRC due to mandatory provisions of applicable law.

### 4.2. Personnel and Subcontractors

The Service Provider will require and cause its Personnel and Subcontractors to assign to the Service Provider all materials prepared and/or developed by such Personnel and/or Subcontractors in accordance with Section 4.1 above, including all Intellectual Property Rights therein, and to

irrevocably and unconditionally waive all enforcement of such rights to the extent they may not be assigned and transferred due to mandatory provisions of applicable law.

#### 4.3. Perfection of Rights

The Service Provider agrees to give and cause its Personnel and Subcontractors to give ICRC and any person designated by ICRC, reasonable assistance, at ICRC's expense, required to perfect the rights granted pursuant to the Services Agreement. If ICRC is unable to secure the Service Provider's signature for the purpose of applying for or pursuing any Intellectual Property Rights assigned to ICRC herein, the Service Provider hereby irrevocably designates and appoints ICRC and its duly authorized officers and agents as the Service Provider's agent and attorney-in-fact, to act for and on the Service Provider's behalf to execute and file for such Intellectual Property Rights and to do all other lawfully permitted acts to further the prosecution of such Intellectual Property Rights with the same legal force and effect as if executed by the Service Provider. Upon the earlier of the completion of the Services or the termination of the Services Agreement, the Service Provider will immediately turn over to ICRC all Work Product.

#### 4.4. Rights in Bankruptcy

Upon the Service Provider's filing of a bankruptcy petition (or an involuntary filing), ICRC will be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property concerning the Work Product, and such Work Product, if not already in ICRC's possession, will be promptly delivered to ICRC.

#### 4.5. ICRC Trademarks

The Service Provider 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.

#### 4.6. Acknowledgement of Rights

ICRC retains exclusive ownership of all right, title and interest in and to the ICRC Property. The Service Provider will not, at any time during or after the Contract Term, dispute or contest, directly or indirectly, ICRC's exclusive rights and title in the ICRC Property.

### 5. CONFIDENTIALITY

The Receiving Party will not, and will cause its employees and representatives to not, at any time (i) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information of the Disclosing Party (except to disclose or make available, in the Service Provider's case, to Personnel and permitted Subcontractors, who have a legitimate need to know such Confidential Information), or (ii) use, reproduce, or copy any Confidential Information of the Disclosing Party, except as necessary in connection with or as set forth in the Services Agreement. All Confidential Information of the Disclosing Party will remain its property and all documents, electronic media, and other tangible items or portions thereof, which contain Confidential Information of the Disclosing Party will be delivered to the Disclosing Party promptly upon the Disclosing Party's written request.

Notwithstanding the foregoing, ICRC will not be required to remove copies of Service Provider's Confidential Information from any backup media or servers. Nothing contained in the

Services Agreement will prevent the Service Provider or ICRC from complying with applicable privacy laws. The Receiving Party may disclose Confidential Information of the Disclosing Party in connection with subpoenas, court orders, other legal processes, or as otherwise required by law, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the Confidential Information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement.

Notwithstanding the foregoing, the Service Provider agrees that ICRC is entitled to publish on the ICRC website or other relevant website, the name of the Service Provider together with information relating to the Services Agreement or the underlying Services should the Service Provider be selected to provide the Services as a result of a procurement process. For clarity, any information which is published will not be confidential nor sensitive.

### 6. SITE ACCESS AND DATA SECURITY

#### 6.1. Site Access

If Services are to be performed at a Site, ICRC will permit the Service Provider reasonable access to the applicable Site(s) subject to the terms of this Section 6 and the Site Access Policies (if applicable). Upon request, the Service Provider will provide ICRC a list of all Personnel and Subcontractors (including all Subcontractor's personnel) that require access to the Site(s) and will maintain a current list, which will be available to ICRC at all times. In the event the Service Provider is granted Site access, the Service Provider represents, warrants, and covenants that the Service Provider will perform its obligations without interfering with ICRC's operations in or around the Site(s).

#### 6.2. Identification Badges

All Personnel and Subcontractors working at a Site will wear a visible ICRC issued identification badge. Immediately upon the Personnel and/or Subcontractor ceasing working at a Site, the Service Provider will promptly provide written notice to the ICRC Security Office, and return all security badges and access cards issued to the Service Provider for such Personnel and/or Subcontractors.

#### 6.3. Processing of Personal Data

The Service Provider represents, warrants and covenants that: (i) it will not collect, use, disclose or process in any other manner, in connection with the Services Agreement any Personal Data without ICRC's prior express written consent or as strictly required to perform the Services and always in strict compliance with applicable law and with ICRC applicable policies, (ii) any processing of Personal Data will comply with the Services Agreement and all applicable laws and regulations, and (iii) any processing of Personal Data, expressly authorized under the Services Agreement, will be made solely for and/or on behalf of ICRC and not for or on behalf of the Service Provider (or any third parties), and solely to the extent necessary for the purpose of carrying out its duties as specified in the Services Agreement.

The Service Provider undertakes to implement, prior to any processing of Personal Data, appropriate measures to

protect Personal Data processed by it under the Services Agreement and, in particular, any measures as may be specifically required by ICRC, in order to protect such Personal Data from unauthorized processing, including any processing not expressly authorized under the Services Agreement and including accidental disclosure, loss or destruction of, or damage to, such Personal Data. Therefore, the Service Provider shall fully cooperate with ICRC, respectively its staff in charge of data protection matters related to the Services under ICRC internal regulations, in order to ensure compliance with applicable data protection rules, and provide any information reasonably required and follow any instructions reasonably given by ICRC in this regard. Furthermore, provided that ICRC permits the transfer of such Personal Data to any third party, including Subcontractors, if the Service Provider transfers Personal Data to any third parties, it shall ensure that such third party is subject to and fully complies at least with the same data security and data protection obligations as imposed on the Service Provider pursuant to the Services Agreement.

If the Service Provider receives any inquiry or complaint relating to Personal Data, the Service Provider will immediately notify ICRC in such form and manner, and with such particulars, as ICRC may require. If ICRC notifies the Service Provider that it requires assistance in investigating or responding to the inquiry or complaint, the Service Provider will fully co-operate with ICRC by providing it with complete information concerning its collection, use and disclosure of the Personal Data, including responding, if requested to do so, to any inquiry by a regulatory authority and/or to any complaint. If any inquiry or complaint gives rise to regulatory or court proceedings, the Service Provider will fully co-operate in the conduct of such proceedings, including attending hearings and assisting in securing and giving evidence.

## 7. REPRESENTATIONS AND WARRANTIES

The Service Provider represents, warrants, and covenants for itself, its affiliates involved in the provision of the Services and each of its Subcontractors that: (i) it and its Subcontractor(s) is/are a validly existing business entity (to the extent it is not an individual), duly licensed and qualified to carry out its business/operations and perform its obligations, (ii) it and its Subcontractor(s) has/have all rights, licenses, permits, qualifications and consents necessary to perform its and/or their respective obligations, (iii) it and its Subcontractor(s) will comply with all applicable laws, (iv) its and its Subcontractor(s)' performance under the Services Agreement does not and will not violate or cause a breach of the terms of any other agreement to which it is a party, (v) it and its Subcontractor(s) is/are not in default of any other agreement and there are no proceedings threatened or pending under order of any court, arbitrator, administrative agency or other authority, which would affect performance of the Services Agreement, (vi) neither the Services nor any Service Provider Property, nor any combination thereof with any ICRC Property, infringes or misappropriates the Intellectual Property Rights of any third party, (vii) it and its Subcontractor(s) will deliver and perform all Services in a professional and workmanlike manner in accordance with first class industry standards, (viii) Work Product is and will be: (a) new and free from defects in design, materials and workmanship; (b) of merchantable quality and fit for the purposes for which they are intended; and (c) free and clear of all liens, claims and encumbrances; (ix) it and its Subcontractors has/have all rights, licenses,

permits, qualifications and consents necessary to grant ICRC ownership and use of the Work Product, and delivery to ICRC of all rights and licenses in and to the Work Product does not violate any laws; (x) all Services will conform with the Services Agreement, and (xi) it and its Subcontractor(s) will take all necessary precautions to prevent injury to any person or damage to any property while performing the Services.

## 8. INDEMNIFICATION

The Service Provider will indemnify, defend and hold harmless ICRC from all costs and claims that arise out of or in connection with the Services, including personal injury, death, or property damage theft, and payments to any Personnel and/or Subcontractor(s) as a result of the Service Provider's, its Personnel's or its Subcontractors' negligent or intentional misconduct or breach of the Services Agreement (collectively the "**Claim(s)**"). ICRC will (at the Service Provider's sole expense) reasonably cooperate to facilitate the settlement or defence of such Claim(s). The Service Provider is solely responsible for defending any Claim against ICRC, subject to ICRC's right to participate with counsel of its own choosing at its own expense, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from all Claims against ICRC; provided however, that the Service Provider will not agree to any settlement that imposes any obligation or liability on ICRC, without ICRC's prior express written consent.

## 9. LIMITATION OF LIABILITY

### 9.1. Principle

Each Party shall be liable for any damage accruing to the other Party arising from the faulty performance of their obligations under the Services Agreement.

### 9.2. Limitation

ICRC's liability for any damages related to the Services Agreement shall be limited to cases of gross negligence and wilful misconduct. Without prejudice to the foregoing, ICRC's total liability under the Services Agreement, whether contractual or otherwise, shall in no event exceed the total amount of all fees and expenses paid by ICRC to the Service Provider during the twelve (12) months' period preceding the event giving rise to the Service Provider's damages.

### 9.3. Exclusion

EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY AND DATA PROTECTION OBLIGATIONS IN SECTION 5 AND 6.3 AND THE SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS IN SECTION 8, IN NO EVENT WILL THE SERVICE PROVIDER AND/OR ICRC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AGREEMENT.

## 10. INSURANCE

### 10.1. Coverage

The Service Provider will obtain and keep in effect, at the Service Provider's expense, insurance coverage as follows: comprehensive and appropriate general liability insurance,

covering operations by or on behalf of the Service Provider, including coverage for professional liability insurance.

## 10.2. Continuation of Insurance

The Service Provider will keep all liability insurance coverage required by the Services Agreement in effect for at least one (1) year after the expiration or termination of the Services Agreement. All policies, if any, providing insurance on a "claims made" basis will provide coverage applicable to any loss or damage arising out of acts or injuries that occur at any time that liability insurance is required to be maintained by the Service Provider pursuant to the Services Agreement.

## 10.3. Obligations

In no event will the insurance coverage, deductible, self-insured retention or limits of any insurance maintained by the Service Provider under the Services Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way the Service Provider's obligations or liability to ICRC under the Services Agreement.

## 11. TERM AND TERMINATION

### 11.1. Term

The Services Agreement shall enter into force on the date of execution by the last Party of the Statement of Work, or any other date mutually agreed by the Parties (the "**Effective Date**") and shall continue for the period specified in the Statement of Work under the caption "Description of Services" ("**Initial Term**") or until successful completion of the Services, whichever is later. Thereafter, to the extent that the Services to be provided by the Service Provider are indicated as ongoing services in the Statement of Work, and unless expressly agreed otherwise in writing by the Parties, the Services Agreement will automatically renew for successive periods equal to the Initial Term (but in no event for a period exceeding twelve (12) months) (each a "**Renewal Term**"), unless (i) either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the Initial Term, (ii) ICRC gives written notice of termination of at least sixty (60) days during any Renewal Term, or (iii) if the Services Agreement is terminated earlier pursuant to Section 11.2 below. The Initial Term and any and all Renewal Terms are referred to collectively as the "**Contract Term**", provided that the Contract Term shall in no event exceed five (5) years in total.

For the avoidance of doubt, if no Initial Term is specified in the Statement of Work, the Services Agreement shall automatically expire with the completion of the Services.

### 11.2. Termination

Subject to any termination rights according to applicable mandatory law, either Party may terminate the Services Agreement or any part thereof, by written notice to the other Party, in case of material breach by the other Party and provided such breach is not cured within thirty (30) days after receipt of written notice by the breaching Party. Any of the following, without limitation, shall be considered as a material breach within the meaning of this Section 11.2: (i) any repeated failure to comply with the applicable performance criteria set forth in the framework of any Performance Review or delay in providing satisfactory replacement under Section 2.4, (ii) any breach of any warranty given by the Service Provider, (iii) any breach of any confidentiality obligations under the Services Agreement, (iv) any non-compliance with the ICRC Code of Conduct or other reasonable instructions

by ICRC and (v) any actual or potential conflict of interests not resolved within a reasonable period set forth by ICRC.

### 11.3. Effect of Termination

Upon termination of the Services Agreement, in whole or in part, ICRC, as its sole liability, will pay the Service Provider for: (i) Services actually and satisfactorily completed and duly accepted, and (ii) costs incurred and approved in writing by ICRC prior to the termination date. If the Service Provider performs any Services after the termination date of the relevant Services, ICRC will not be liable for any fees, costs or charges related to the performance of such Services.

The Service Provider expressly agrees and acknowledges that ICRC's sole obligation shall then be limited to the payment of the agreed fees for the work actually performed in strict compliance with the Services Agreement until its termination or termination of the relevant Services. Upon termination notice being given, the Service Provider will: (i) provide the Services until the effective date of such termination (except as otherwise instructed in writing by ICRC), and terminate the Services in an efficient, workmanlike and cost-effective manner, and cooperate with ICRC in the transition as may be requested by ICRC, (ii) return to ICRC all ICRC Property, (iii) return to the ICRC Security Office, in accordance with Section 6.2 above, any security badges and access cards issued to the Service Provider, and (iv) within thirty (30) days of termination, deliver to ICRC, without any offset, a prorated refund of any prepaid fees, if applicable.

### 11.4. Survival

All of the following will survive the expiration, non-renewal or any termination of the Services Agreement: Sections 3.1 (until any outstanding payment obligations are satisfied), 3.2 through 10, 11.3, 11.4, 12 and 13.

## 12. GENERAL PROVISIONS

### 12.1. Audits and Investigations

From time to time, ICRC or any other person designated by ICRC, may conduct audits or investigations relating to any aspect of the Services Agreement. The Service Provider will provide its full and timely cooperation with any such audits or investigations. The Service Provider will require its Subcontractors to provide reasonable cooperation with any such audits or inspections carried out by ICRC.

### 12.2. Reporting obligations

The Service Provider shall report immediately any credible allegations of fraudulent activity or misconduct in relation to the Services by using the ICRC Integrity Line (code\_of\_conduct@icrc.org).

The Service Provider shall inform ICRC of any material change in its legal structure.

In addition, the Service Provider 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 Service Provider's financial condition, reputation or operation.

### 12.3. Notices

All notices intended to have any legal effect under this Services Agreement will be given in writing, and delivered by overnight courier or mailed, first-class postage prepaid, or sent by facsimile with confirmation of transmission, to the

addresses of the recipients as set forth in the Services Agreement.

All notices will be deemed received as follows: (i) one (1) business day after deposited with a nationally recognized overnight carrier service, or (ii) the day transmitted by confirmed facsimile transmission, if transmitted during normal business hours. Either Party may update its notice address by sending written notice of such change to the other Party as set forth in this Section 12.3.

## 12.4. Assignment

The Service Provider may not assign, sublicense, or transfer the Services Agreement or any right or duty thereunder, without ICRC's prior written consent.

Any purported assignment or transfer of the Services Agreement in violation of this Section 12.4 will be null and void.

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

## 12.5. 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.

## 12.6. No-Waiver

The failure to exercise or delay in exercising a right or remedy under the Services Agreement 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 Services Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in the Services Agreement are cumulative and not exclusive of any rights or remedies provided by law. In addition, nothing in the Services Agreement shall be interpreted as an express or implied waiver on the part of the ICRC of its privileges and immunities as an international organization.

## 12.7. Severability

If any provision(s) in the Services Agreement 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 Services Agreement 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.

## 12.8. No Conflicts of Interest

The Service Provider shall provide the Services free from any and all conflicts of interest. Therefore, the Service Provider shall, in particular, ensure that it, its Personnel and Subcontractor(s)' personnel do not have any business, professional, personal, or other interest, including, the representation of other clients, that would conflict in any manner or degree with the provision of the Services in accordance with the Services Agreement.

If any such actual or potential conflict of interest exists prior to the entering into the Services Agreement or arises thereafter, the Service Provider shall immediately inform ICRC in writing of such conflict, providing reasonable detail

on the nature and extent of such actual or potential conflict of interest.

## 12.9. No Gratuity

In addition to the preceding Section 12.8, the Service Provider represents, warrants, and covenants that no officer, director, or employee of ICRC, or any of their immediate family members: (i) has received or will receive anything of value of any kind from the Service Provider, or (ii) has a business relationship of any kind with the Service Provider.

## 12.10. Compliance with Laws

The Service Provider shall comply with all applicable laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Services Agreement.

## 12.11. Anti-Corruption Compliance

The Service Provider represents, warrants, and covenants that the Service Provider has not and will not make or offer any payments to, or confer or offer any benefit upon any third party, including any person/firm employed by or on behalf of any government official/employee, political party, employee of any political party, or political candidate with the intent to influence the conduct such third party in any manner relating to the subject of the Services Agreement.

## 12.12. No Engagement in Manufacture or Sale of Mines or Other Weapons

The Service Provider represents and warrants that neither it, its parent entities (if any), nor any of the Service Provider'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.

## 12.13. No Child Labor

The Service Provider represents and warrants that neither it, its parent entities (if any), nor any of the Service Provider's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the United Nations Convention of the Rights of the Child.

## 12.14. No Sexual Exploitation

Sexual exploitation and sexual violence/abuse are strictly prohibited. Each Party shall take all necessary measures to prevent and address all forms of sexual exploitation and sexual violence/abuse. The Service Provider shall notify the ICRC Global Compliance Office of any ongoing investigation with respect to sexual exploitation and sexual violence/abuse involving its personnel or subcontractors. Failure to take all necessary measures or to investigate allegations of sexual exploitation and sexual violence/abuse or to take corrective action, if such allegations are substantiated, shall constitute cause for immediate termination of the Services Agreement pursuant to Section 11.2.

## 12.15. Export Laws and Regulations

The Service Provider shall cooperate with ICRC to the fullest extent and at its own cost and expense, in view of obtaining any official license, authorization or exemption in connection with applicable export control laws and regulations.

The Service Provider shall inform the ICRC of any potential re-export restrictions for the supplied services, whatever the country of destination. Such potential re-export restrictions for the concerned services must be clearly identified in advance in every offer to tenders or quotes.

## 12.16. No Sanction

The Service Provider represents and warrants that neither it nor any of its affiliated entities (if any), or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other international or supranational organization. The Service Provider will immediately disclose to ICRC if this representation is no longer true during the Contract Term of the Services Agreement.

## 12.17. Environmental Protection

The Service Provider shall commit to reduce environmental impacts. Environmental protection shall be taken into consideration by the Service Provider for the performance of the Services.

The Service Provider shall, and shall cause its Subcontractors to, comply, with internationally recognized environmental norms and with environmental norms applicable in the country where the Services are provided.

## 12.18. Conflict management

In case of conflict or dispute involving an employee or Personnel of the Service Provider working on site at the ICRC Headquarters in Geneva, the Service Provider is encouraged to resolve such dispute amicably and, to this end, may resort to the ICRC's Ombuds Services, which ICRC makes available to the Service Provider and any such employee or Personnel in case of need.

## 12.19. 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 the Services Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such Party, which contingencies include acts of God, war, riot, power failures, fires, and floods (referred to as a "**Force Majeure Event**"). In such event, the time limits for performance will be extended for a period of time equivalent to the time lost due to the Force Majeure Event. In order to avail itself of the relief provided in this Section 12.18, the affected Party shall act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure. For purposes of this Section 12.18, due diligence will require the Service Provider to maintain a contingency and disaster recovery plan for the continuation of business so that despite any disruption in the Service Provider's ability to fulfil its Services obligations from any particular location or through the efforts of any particular individuals, the Service Provider will be able to fulfil its Services obligations from an alternative/backup location.

## 12.20. Governing Law and Dispute Resolution

The Services Agreement 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 Services Agreement, 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.

## 12.21. Entire Agreement and Amendments

The Services Agreement, including any documents expressly incorporated therein, constitutes the entire agreement between ICRC and the Service Provider and supersedes any and all other agreements and understandings between ICRC and the Service Provider, whether oral or written, with respect to its subject matter. In the event of a conflict between the provisions of the Terms and the Statement of Work or any of its Annexes, the Terms will prevail. In the event of a conflict between the Statement of Work or any of its Annexes, the Statement of Work will prevail.

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

The terms and conditions on the Service Provider's invoice, quotation or other document will not be binding and will not supersede, supplement, or modify the Services Agreement.

## 12.22. Cumulative Remedies

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

## 12.23. Contract Acceptance; Counterparts

The Services Agreement 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 Service Provider's online acceptance of a Services Agreement or amendment thereof will be deemed an execution for purposes of the preceding sentence.

## 13. 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 Services Agreement, the following capitalized terms have the meanings set forth below:

- 13.1. "**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 is 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 Service Provider will acquire knowledge in the performance of the Services Agreement. 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.
- 13.2. **"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.
- 13.3. **"ICRC Property"** means, collectively, any and all ICRC Confidential Information, ICRC data, ICRC Marks, Work Product 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.
- 13.4. **"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.
- 13.5. **"Party"** means either ICRC or the Service Provider, as applicable, and **"Parties"** means ICRC and the Service Provider collectively.
- 13.6. **"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.
- 13.7. **"Personnel"** means all workers employed, contracted, or used by the Service Provider in connection with the Services Agreement, including employees, agents, independent contractors, temporary personnel, day laborers, and other individuals/entities or the Service Provider himself/herself if he/she is an individual.
- 13.8. **"Project Manager"** means the ICRC employee or consultant who is the primary contact person for the Service Provider, as identified in the Services Agreement.
- 13.9. **"Services"** means the services to be provided by the Service Provider as described in the Services Agreement.
- 13.10. **"Site"** means the buildings and related premises owned, operated, used, or leased by ICRC.
- 13.11. **"Site Access Policies"** mean the policies (if any) that the Service Provider must follow when on a Site, including security, facility, equipment, conduct, and safety policies, as updated from time to time.
- 13.12. **"Subcontractor"** means a third party to which the Service Provider delegates any portion of its obligations, subject to Section 2.4 (b) above.