Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

CONTRACT FOR SERVICES

BETWEEN

THE INTERNATIONAL DEVELOPMENT LAW ORGANIZATION

AND

[…]

Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

This Contract for Services (the "Contract") is between the International Development Law Organization ("IDLO"), an intergovernmental organization, with its headquarters at Viale Vaticano, 106, 00165, Rome, Italy, [and Country Office at [country office address],]

and

[insert company name] (the "Contractor"), a service provider, represented by its duly authorized representative to undertake contractual obligations on behalf of the Contractor, whose registered offices are located at [insert address];

Hereinafter jointly referred to together as "Parties" in the plural or separately and interchangeably as "Party" in the singular.

IT HAS BEEN AGREED AS FOLLOWS:

1. PURPOSE OF THE CONTRACT

(a) The purpose of this Contract is to set forth the terms and conditions that shall bind the Parties with respect to the Contractor's performance of the services as described in Annex 3 (the "Services").

(b) The Contractor undertakes to carry out all tasks and provide all services necessary for the performance of the Contract, including tasks and services which are not expressly provided for in the Contract but implied by generally accepted professional standards.

2. ELEMENTS OF THE CONTRACT

This Contract is composed of the following documents, which form integral parts to this Contract, in the following order of priority:

1. The terms and conditions of the present Contract;
2. Annex 1: IDLO General Terms and Conditions for the Procurement of Services (the "General Terms and Conditions");
3. Annex 2: IDLO Supplier Code of Conduct; and
4. Annex 3: Terms of Reference.

3. DURATION

This Contract shall come into effect on [date] and shall terminate on [include expiration date], the date of completion of the Services.

4. SUPERVISION AND ORGANIZATION OF THE WORK

The Contractor shall report regularly to the IDLO employee holding the post of [relevant IDLO employee] (the "Coordinator") and as set forth in the General Terms and Conditions.

Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

5. PAYMENT

(a) In consideration for providing the Services in accordance with the timetable and standards of performance set forth in this Contract, IDLO shall compensate the Contractor in the maximum amount of [Currency] [amount in WORDs] ([currency] [amount in numbers]), and payable under the conditions of Article 6 of the General Terms and Conditions, as follows:

(i) [Currency] [amount in WORDs] ([currency] _____) payable by bank transfer upon satisfactory completion of [services or deliverables target], submission of an invoice, and their written acceptance by IDLO.

(ii) [Currency] [amount in WORDs,] ([currency] _____) payable by bank transfer upon satisfactory completion of all the Services, submission of an invoice, and their written acceptance by IDLO.

(b) IDLO shall not be responsible for the payment of any additional compensation whatsoever in excess of that specified in paragraph (a) above.

(c) Payment shall be made within 30 (thirty) days of the later of (1) IDLO receiving an invoice and corresponding documents as specified in this Contract, and (2) acceptance of the Services by IDLO. Payment shall not be made for Services that have not been accepted by IDLO as provided for in Article 5 of the General Terms and Conditions. In no event shall payment by IDLO be deemed to constitute acceptance of the Services. IDLO shall not pay any charge for late payment.

(d) Any Payments to the Contractor shall be made solely to the following bank account upon submission of an invoice. IDLO shall have no liability for any bank fees or charges incurred for any reason or in any amount as a consequence of any payments to be made to the Contractor:

Beneficiary Name:

Beneficiary's Bank:

Beneficiary Account No:

Swift BIC:

Branch:

For inward Remittances:

Swift BIC:

Account No:

ABA Number:

6. NOTICES

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or email to such Party.

If to the Contractor:

Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

Address:

Telephone:

Email:

Attention to:

If to IDLO:

International Development Law Organization

Address: Viale Vaticano, 106, 00165, Rome Italy

Telephone: +39-06-4040-3200

E-mail: [EMAIL ADDRESS OF COORDINATOR]

Attention to: [NAME OF COORDINATOR]

7. AMENDMENTS

(a) The Parties may change their authorized representative to receive notice under Article 6 of this Contract, and IDLO may change the Coordinator under Article 4 of this Contract, unilaterally at any time without necessitating an amendment to the Contract. Any such changes shall be notified in writing to the other Party via mail or email, as soon as practicable.

(b) Any other modifications or amendments to this Contract shall be made by mutual agreement of the Parties. All such modifications or amendments shall be in writing signed by the authorized representatives of the Parties.

8. SPECIAL CONDITIONS

(a) [Any special terms required by the donor agreement;]

(b) [Any necessary deviation from the terms of the GTCs;]

(c) [Any term from the GTCs which requires IDLO's written consent (e.g. to permit sub-contracting) or any additional details which may be necessary and are optional in the GTCs.]

9. ENTIRE AGREEMENT

This Contract, its Annexes and all other documents included by reference contain the entire agreement and understanding of the Parties hereto. There is no other contemporaneous understanding or agreement, oral or written, between the Parties on said subject matter, and neither Party shall be bound by any statement or representation not contained or incorporated herein. Breach of one provision of the Contract shall not vitiate the Contract as a whole.

Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

INTERNATIONAL DEVELOPMENT LAW ORGANIZATION	**[INSERT COMPANY NAME]**
Signature	Signature
[insert name]	[insert name]
[insert title]	[insert title]
Date:	Date:

Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

ANNEX 1 – IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF SERVICES

Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF SERVICES

The present General Terms and Conditions for the Procurement of Services (hereinafter referred to as "General Terms and Conditions") set forth the general terms and conditions applicable to any Contract for Services or Framework Agreement for Services issued by IDLO (the "Contract").

1. GENERAL STANDARDS OF PERFORMANCE

(a) The Contractor shall execute the Contract with due diligence and efficiency, conform to a high standard of moral and ethical conduct and in accordance with best professional practices. The Services should be performed with full regard to expediency and quality.

(b) The Contractor shall keep accurate and systematic timesheets and records of its work.

(c) The Contractor shall promptly furnish IDLO with any such information relating to the Services as IDLO may reasonably request.

(d) The Contractor shall comply with any order given by the Coordinator and shall keep the Coordinator informed of all developments with regard to the provision of the Services.

(e) Time shall be of the essence for the completion of all Services.

(f) The Contractor shall respect and abide by all applicable laws, ordinances, rules, and regulations in force in the partner country bearing upon the performance of its obligations under the terms of the Contract. The Contractor shall further ensure that its personnel also respect and abide by all such laws, ordinances, rules and regulations.

(g) The Contractor acknowledges and agrees that the Contract shall be performed in the location(s) indicated in the Contract. Any delays or failure to perform contractual obligations as a result of the general conditions inherent to such location(s) shall not in itself constitute force majeure under Article 20 of these General Terms and Conditions.

(h) Under no circumstances shall the Contractor infringe intellectual property rights of a third party in the provision of the Services.

(i) If the Contractor will execute the Contract as part of a joint venture or consortium, it must so notify IDLO. The composition or constitution of the joint venture or consortium shall not be altered without prior written consent of IDLO. Documentation of the joint venture or consortium, including any contracts outlining the legal or other relationships between the members of the joint venture or consortium, must be provided to IDLO upon its request. Regardless of the status of the joint venture or consortium the Contractor shall be bound with respect to the obligations under the Contract and shall be liable for performance of the Contract in accordance with its terms.

(j) IDLO reserves the right to require original receipts. It also reserves the right to audit the Contractor's accounts and records in the event that it has a good faith reason to

believe that the Contractor has acted in violation of the IDLO Supplier Code of Conduct and/or applicable law and the Contractor shall cooperate to the maximum extent possible in any such investigation.

2. PERSONNEL

(a) Nothing contained herein shall be construed as establishing or creating between IDLO and the Contractor the relationship of employer and employee or principal and agent. The Contractor agrees that the position of the Contractor is that of an independent Contractor.

(b) As the Contractor has legal status independent of IDLO, it shall be solely responsible for the professional and technical competence of its employees, officials, agents and representatives (hereinafter referred to as the "Contractor's Personnel") and/or subcontractors and will select, for work under the Contract, reliable and competent individuals who shall perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

(c) Should IDLO determine that an individual employed or subcontracted by the Contractor has violated these standards or the terms of the Contract, IDLO shall so inform the Contractor, who will, if requested by IDLO, take immediate steps to remove said individual from work under this Contract, without prejudice to its requirement for satisfactory completion of said work.

(d) IDLO reserves the right to choose the personnel or the personnel seniority level for the Services. In the case of Framework Agreements for Services, IDLO shall also have the right to request a quotation based on the Terms of Reference (with the estimated numbers of working hours and fees) for specific assignments.

(e) Where relevant, the Contractor undertakes that the Services shall be performed by the individual(s) whose CVs have been submitted to and accepted by IDLO. The Contractor may not replace said individuals by others, without the prior written consent of IDLO.

(f) If the Contractor has undertaken that the Services shall be performed by the individual(s) named in the Contract or otherwise agreed in writing by IDLO, this being an essential element of the Contract, the Contractor may not replace said individuals with others without the prior written approval of IDLO. Should IDLO authorize such a replacement, the Contractor undertakes to carry out replacement with other persons of equivalent competency, who will be trained by the Contractor at its own costs so that they are immediately operational. Any additional costs incurred by the replacement of an agreed person are the sole responsibility of the Contractor. Where the Contractor is unable to provide a replacement with equivalent qualification and experience, IDLO may decide to terminate the Contract, if the proper performance of it is jeopardized.

(g) The Contractor's Personnel:

(i) shall comply with all the terms and obligations of the Contract;

(ii) shall not be considered in any respect as being employees, consultants, agents or affiliates of IDLO;

(iii) shall not have any power to commit IDLO in respect of any obligation or

expenditure whatsoever; and

(iv) where applicable, shall comply with IDLO security protocol or guidance from IDLO security staff.

3. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to IDLO in connection with the provision of the Services. The Contractor shall refrain from any action which may adversely affect IDLO and shall fulfill its commitments with the fullest regard to the interests of IDLO.

4. DELIVERY AND SUPERVISION

(a) The Contractor shall provide the Services at the place specified in the Contract, and within the delivery period stipulated in the Contract.

(b) The IDLO Coordinator, as defined in the Contract, shall oversee the Contractor's delivery of the Services and verify that the Contractor carries out the tasks specified in the Contract in accordance with the Contract.

(c) In case of any impediment which may result in the Contractor not abiding by the terms of the Contract, the Contractor shall immediately notify the Coordinator; such notification shall not release the Contractor from fulfilling its obligations under the Contract. IDLO may, at its discretion, accept deviations from the terms of the Contract without prejudice to any other rights and remedies set forth herein. Any deviations shall only be approved by IDLO in writing.

5. INSPECTION AND ACCEPTANCE

(a) IDLO shall have the right, before payment, to conduct an inspection of deliverables of the Services ordered under this Contract on the premises of the Contractor, and the Contractor shall provide, when possible, all facilities for any such inspection. IDLO may issue a written waiver of examination at its own discretion. Inspections carried out by the representatives of IDLO or any waiver thereof shall not prejudice the implementation of other relevant provisions of the Contract concerning obligations assumed by the Contractor including technical specifications.

(b) In the case of Services ordered on the basis of specifications forming part of the Contract, an acceptance inspection shall always be carried out by IDLO upon receipt of the deliverables of the Services to ensure their conformity with the specifications by IDLO. Deliverables of the Services not expressly accepted will be deemed as rejected. Written notice of acceptance or rejection of the deliverables of the Services shall be promptly transmitted to the Contractor. If IDLO does not exercise its right to terminate the Contract, IDLO may postpone any payment due to the Contractor for such rejected deliverables until replacement by accepted deliverables.

(c) IDLO shall bear the expenses of such inspections as mentioned in paragraphs (a) and (b) above.

(d) In case of rejection of the deliverables of the Services, where IDLO allows, the Contractor shall make every effort to provide deliverables conforming to the

requirements of the Contract. In such case, a new inspection may be carried out by IDLO. The Contractor shall bear the expenses of such an inspection.

6. PAYMENT

(a) Unless expressly stipulated otherwise in the Contract, IDLO shall make payment by means of a bank remittance within thirty (30) days of the later of (1) receiving an invoice and corresponding documents as specified in the Contract, and (2) acceptance of the Services by IDLO.

(b) The price of the Services shall be firm for the entire duration of the Contract and as stated in the Contract, and may not be increased, except by the express written agreement of IDLO.

(c) IDLO shall not pay any charge for late payment unless this has been expressly agreed to in writing.

(d) IDLO shall not be responsible for any gains or losses as a result of currency conversion.

(e) Payment shall not be made for Services that have not been accepted as provided for in Article 5 of these General Terms and Conditions. Payment alone by IDLO shall not be deemed to be acceptance of Services.

(f) Advance payment shall only be made if expressly authorized by IDLO in the Contract and only where normal commercial practice or the interests of IDLO so require.

7. TAXES

(a) The Contractor shall be responsible for the payment of taxes, charges or other levies, if any, with respect to compensation or other payments received from IDLO.

(b) Consistent with its status as an intergovernmental organization, IDLO should in principle be exempt from taxation, charges and other levies, including value added tax (VAT).

(c) In countries where IDLO is exempt from taxation, including from value added tax (VAT), the Contractor shall, in principle, not charge VAT and shall be responsible for the payment of all other applicable taxes, charges, or other levies. With regard to VAT, different arrangements may be required in specific countries.

(d) In countries where IDLO is not exempt from taxation, the Contractor shall include all taxes due by IDLO under the applicable legislation of such countries in the price.

8. TITLE TO EQUIPMENT SUPPLIED BY IDLO

Title to any equipment and supplies that may be furnished by IDLO shall rest with IDLO and any such equipment shall be returned to IDLO upon termination of the Contract or when no longer needed by the Contractor or when requested by IDLO. Such equipment, when returned to IDLO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall compensate IDLO for equipment determined to be damaged or degraded beyond normal wear and tear.

9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

(a) The Contractor guarantees that the Services and specific deliverables provided by it are unencumbered by any third party's proprietary rights, including in relation to pre-existing rights.

(b) All intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to the deliverables, products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract, shall be irrevocably and fully vested in IDLO. At IDLO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to IDLO.

(c) This provision covers all territories worldwide and shall continue in full force after the separation or termination of the contractual relationship between the Contractor and IDLO until the term of protection afforded by the applicable Intellectual Property laws expires, unless otherwise stipulated by IDLO and the Contractor. The Contractor agrees that any use of materials developed while under contract with IDLO shall not be used subsequent to the termination of this Contract with IDLO without IDLO's express written permission.

10. CONFIDENTIALITY

(a) The Contractor is required to exercise the utmost discretion during the performance of the Contract. The Contractor may not communicate to any other person, government, or authority external to IDLO any information known to it by reason of its contractual relationship with IDLO which has not previously been made public, except with the written authorization of IDLO. Nor shall the Contractor at any time use such information to private advantage.

(b) The Contractor shall be liable for any breach of confidentiality or any indirect disclosure that could harm the interests of IDLO. The extent of any such liability shall be directly proportional to the extent of the damage caused.

(c) All documents, papers, reports, notes, correspondence, maps, drawings, diagrams, visual demonstrations, concepts, ideas, photographs, mosaics, plans, drafts, recommendations, estimates and all other data compiled by or received by the Contractor under this Contract in oral, written, graphic, electronic, or any other form or medium whatsoever, shall be the property of IDLO, unless otherwise stipulated, and shall be treated as confidential, and shall be delivered only to the Coordinator. The Contractor shall not retain copies of such documents and data, and shall not use them for purposes unrelated to the Contract without prior written consent of IDLO.

(d) The Contractor, as well as any of its employees or any person acting on behalf of the Contractor, shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by IDLO.

11. DATA PROTECTION

(a) Any personal data collected, stored, or transferred by IDLO in connection with this

Contract will be processed for the purpose of the performance, management and monitoring of this Contract by IDLO and for any other related and compatible purpose, pursuant to the IDLO Personal Data Protection Policy (the "Policy", https://www.idlo.int/about-idlo/transparency-and-accountability).

(b) Pursuant to the Policy, Data Subjects have the right of access to their personal data and the right to rectify any such data. If Data Subjects have any queries concerning the processing of personal data, they may address them to IDLO (email: dataprotection@idlo.int). Data Subjects who believe their right to data protection under the Policy has been infringed may pursue redress according to article 7.2 of the Policy.

(c) Where the Contract requires processing personal data, the Contractor may act only under the supervision of the data controller and shall adopt appropriate technical and organizational security measures necessary to preserve the integrity of any personal data provided by IDLO and limit access to and use of such data to that necessary for the performance, management and monitoring of this Contract. The Contractor shall report to IDLO on any disclosure of such personal data to external parties and any data breach impacting the Contractor.

12. ADVERTISING

Unless authorized in writing by IDLO, the Contractor shall not advertise or otherwise make public the fact it is supplying Services to IDLO. The Contractor shall not use the name, emblem, or official seal of IDLO or any abbreviation of the name of IDLO for advertising or for any other promotional purpose.

13. STANDARDS OF CONDUCT

(a) The Contractor shall respect fundamental social and human rights.

(b) The Contractor shall abide by the IDLO Supplier Code of Conduct and observe the principles of the IDLO Anti-Corruption and Anti-Fraud Policy.

(c) No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution. IDLO does not charge fees at any stage of the procurement or contracting process, whether for supplier registration, bids/proposal submission, contract/agreement award, or payment issuance.

(d) The Contractor hereby confirms that neither it, its staff, nor any other recipients of funds under this Contract, have engaged in, or will engage in, any of the following activities:

(i) support or funding, directly or indirectly, of any drug trafficking or terrorism related activities or any individuals or entities associated with terrorism;

(ii) any practice inconsistent with the rights set forth in the Convention on the Rights of the Child; or

(iii) sexual exploitation, abuse or harassment, or exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or engaging in any sexual activities that are exploitive or degrading to

any person. The Contractor shall also take all appropriate measures to prevent

such activities. For the purposes of this Contract, sexual activity with any person less than eighteen (18) years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person.

(e) The Contractor warrants that no official or employee of IDLO has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof.

(f) The Contractor warrants that neither it, its staff, nor any other recipients of funds under this Contract, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union.

(g) The Contractor warrants that neither it, nor any individual working for the Contractor, including agents or sub-contractors, have offered or will offer third parties or seek, accept or be promised from or by third parties, for themselves or for any other party, any gift, remuneration, compensation or profit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.

(h) The Contractor acknowledges and agrees that the provisions of this Article constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle IDLO to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Notwithstanding the foregoing, IDLO reserves its right to bring any direct action against the Contractor.

14. CONFLICT OF INTEREST

The Contractor shall take all necessary measures to prevent any situation that could compromise or negatively affect the impartial and objective performance of the Contract. Any such conflict of interest which may arise at the time of entering into the Contract or during the execution of the Contract shall be notified to IDLO without delay. A conflict of interest can arise in particular as a result of economic or political interest, family connection, or any other relevant connection or shared interest.

15. SUB-CONTRACTING

(a) The Contractor shall not, without the prior and express written approval of IDLO, assign, transfer, pledge, or make other disposition of this Contract or any part thereof, or any of the Contractor's rights or obligations arising out of the Contract, to third parties or sub-contract any part of the work required under this Contract to third parties.

(b) Any authorized sub-contract must be in writing.

(c) In the event that IDLO authorizes the Contractor to sub-contract part or all of the obligations under the Contract to third parties, the Contractor shall nonetheless remain bound by its obligations to IDLO under the Contract.

(d) The Contractor shall be required to include in any sub-contract provisions enabling IDLO to enjoy the same rights and guarantees in relation to subcontractors as it enjoys in relation to the Contractor. However, the Contractor shall insert no

language in any subcontract asserting or implying a direct relationship between IDLO and said subcontractor.

(e) The terms of any sub-contract shall nonetheless be subject to the provisions of this Contract.

16. INSURANCE

(a) During the period of execution of and performance under the Contract, the Contractor shall insure against all risks or loss, damage or injury caused by the Contractor, the Contractor's Personnel, or by any person acting on behalf of the Contractor.

(b) The Contractor shall maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(c) The Contractor shall maintain all appropriate worker's compensation insurance, or its equivalent, with respect to its personnel or subcontractors to cover claims for personal injury or death in connection with this Contract.

(d) The Contractor shall also maintain liability insurance in anadequate amount to cover third-party claims for death or bodily injury or loss of or damage to property, arising from or in connection with the provision of the Services or the operation of vehicles, boats, airplanes, or other equipment owned or leased by the Contractor or the Contractor's Personnel or subcontractors performing work or Services in connection with this Contract.

(e) The Contractor shall have sole responsibility for the consequences of a total or partial lack of insurance coverage.

(f) The Contractor shall, upon IDLO's request, provide IDLO with satisfactory evidence of the insurance required under this Article.

17. WARRANTY

(a) The Contractor warrants that it is appropriately licensed to conduct business in the place of performance and is not the subject to any investigation or claim that could adversely affect Contract implementation.

(b) Breach of this warranty may result in Contract termination as allowed for in this Contract and/or result in the Contractor being blacklisted from the IDLO supplier database or other databases to which IDLO subscribes or contributes.

18. DELAY IN IMPLEMENTATION

(a) Without prejudice to Article 16 and Article 21, if the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.

(b) IDLO may, at its discretion, accept deviations from the deadline specified in the Contract, without prejudice to any other rights and remedies, and deduct from the price stipulated in the Contract for the outstanding balance, as penalties, a sum equivalent to 0.5% per day for each day of delay, not including weekends or public

holidays in the location of performance, up to a maximum of 10% of the contractual price of the delayed Services.

(c) After the period set forth in paragraph (b) above, IDLO may terminate the Contract without incurring any liability for termination charges or any other liability of any kind by notice given in writing, or terminate the deliveries of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind.

19. TERMINATION

(a) Termination of part of the Services:

Without prejudice to the provisions on force majeure in these General Terms and Conditions, if the Contractor fails to provide any or all of the Services fully in accordance with the terms and conditions of the Contract, including the time period specified, IDLO may, by notice given in writing, terminate the performance of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind. In case payments were made in advance, the Contractor shall reimburse IDLO for Services fully or partially not provided.

(b) Termination of Contract for breach by the Contractor:

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and to demand the payment of any sums already paid to the Contractor, if the Contractor is in breach of its obligations under the Contract.

(c) Termination of Contract in other cases of failure by the Contractor:

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and to demand the payment of any sums already paid to the Contractor, if any of the following cases is established:

(i) the Contractor ceases to practice his profession or carry out his business wholly or for a large part; or

(ii) the Contractor submits false, materially inaccurate, or incomplete information; or

(iii) the Contractor offers incentives, inducements, or other benefit to any IDLO employees; or

(iv) the Contractor does not deliver or delivers unsatisfactorily Services; or

(v) the Contractor applies for a moratorium or applies to be declared insolvent, is granted a moratorium or declared insolvent, is declared bankrupt or offers a settlement in lieu of bankruptcy; or

(vi) the property of the Contractor is attached; or

(vii) to the extent the Contractor is not a natural person and loses its status as a legal person, is wound up, or in actual fact is liquidated.

The Contractor shall immediately inform IDLO of the occurrence of any of the above-referenced events.

(d) Obligations and rights relating to termination for breach or failure by the Contractor:

(i) In the event of a breach under paragraph (b) above or a failure under paragraph (c) above, the Contractor shall be bound to compensate IDLO for all damage, costs, and loss of interest, including all amounts due until the original

termination date of the Contract, as well as all costs incurred by IDLO in legal and non-legal proceedings, including those for legal assistance, as a consequence of having to terminate the Contract. IDLO shall have the right to withhold any amount due under the present Article from any amount otherwise due to the Contractor from IDLO under this or any other contract. The provisions set forth in the present Article do not exclude the right of IDLO to exercise other legal rights, including its right to impose liquidated damages or to demand payment or compensation for damages.

(ii) In such cases IDLO may procure the Services from other sources and may hold the Contractor liable for any excess cost occasioned thereby, and IDLO shall have the right to cancel any scheduled Services or part thereof.

(iii) IDLO, at its own discretion, is legally entitled to carry out itself or to have carried out any contractual obligation for which the Contractor is in default, at the full expense and risk of the Contractor.

(e) Termination of Contract at the initiative of the Contractor:

The Contractor may terminate the Contract for cause with thirty (30) days' written notice. The Contractor shall be entitled to pro-rata payment for any Services delivered prior to such termination.

(f) Termination of Contract at the initiative of IDLO:

IDLO may terminate the Contract for any reason with thirty (30) days' written notice. Upon receipt of notice of termination by IDLO, the Contractor shall take immediate steps to bring the work or Services to a close in a prompt and orderly manner. The Contractor shall reduce expenses to a minimum and shall not undertake any further commitments under the Contract from the date of receipt of such a notice. The Contractor shall be entitled to pro-rata payment for any Services delivered prior to such termination.

20. FORCE MAJEURE

(a) Force majeure as used herein means any unforeseeable and irresistible act, event or circumstances arising from causes beyond the control and without the fault or negligence of either Party to the Contract that renders a Party unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. Such acts, events or circumstances shall include, but are not limited to: acts of terrorism; wars (whether declared or not declared) or invasions; insurrections, riots or civil disturbances; blockades, embargoes, sanctions or currency and trade restrictions; acts of State, laws or regulation; plague, epidemics, natural disaster or extreme natural event (such as landslides, earthquakes, storms, lightning, floods and washouts); or explosions, fire destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy.

(b) Neither Party shall be considered in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by force majeure which arises after the date when the Contract enters into force.

(c) If either Party considers that force majeure affecting the performance of its obligations has occurred, it shall promptly notify the other party (the "Other Party"), giving full particulars in writing, including its probable duration and its effect

on the Party's ability to perform. On receipt of this notice, the Other Party shall take

such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including: granting a reasonable extension of time; suspending contractual or other corresponding obligations for a reasonable period of time; or termination of the Contract under the terms and conditions provided for in Article 19. A Party shall only be relieved from liability for non-performance of its obligations once the existence of force majeure has been agreed by the Other Party, which shall not unreasonably deny it.

21. LIABILITY AND INDEMNITY

(a) IDLO shall not under any circumstances or for any reason whatsoever be held liable for loss, damage or injury sustained by the Contractor or by any person acting on behalf of the Contractor, including sub-contractors, during the performance of the Contract. IDLO shall not accept any claim for compensation or repairs in respect of such damage.

(b) The Contractor shall indemnify, protect and defend, at its own expense, IDLO and its agents and employees from and against any and all actions, claims, losses or damages arising out of acts or omissions of the Contractor, sub-contractors or the Contractor's and sub-contractor's Personnel in and relating to the performance of the Contract, including with respect to third parties.

22. NON-WAIVER OF RIGHTS

Failure of, or delay by, IDLO in the exercise of any rights or remedies provided by the Contract shall not be deemed a waiver of any rights of IDLO and shall not release the Contractor from fulfilling its obligations.

23. AMENDMENTS AND ADDITIONS TO THE CONTRACT

(a) IDLO and Contractor personnel named or identified in the Contract are subject to change at any time without necessitating an amendment to the Contract. The other Party shall be notified of any changes in writing as soon as practicable.

(b) All other provisions of the Contract and the Annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by the authorized representatives of the Parties.

24. PRIVILEGES AND IMMUNITIES

Nothing contained in the Contract or any course of dealing between the Parties shall be deemed a waiver, express or implied, of any privilege or immunity accorded to IDLO as an international intergovernmental organization. In addition, nothing contained in the Contract or relating thereto shall confer any privilege or immunity on the Contractor or on the Contractor's Personnel.

25. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

(a) Given IDLO's status as an intergovernmental organization, the Parties expressly agree that their rights and obligations under the Contract shall be governed first by

the terms and conditions of the Contract, and second by the general principles of international law, to the exclusion of any single national system of law.

(b) Except as otherwise provided in the Contract, any dispute between the Parties concerning the interpretation and performance of this Contract shall be settled amicably by negotiation.

(c) If the dispute cannot be settled in accordance with paragraph (b) above, the matter shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL Rules") in effect on the date of commencement of the arbitration. The number of arbitrators shall be one and the sole arbitrator shall be nominated by the Parties. In the absence of agreement on the appointment of the arbitrator, the appointing authority for the arbitrator shall be the Secretary-General of the Permanent Court of Arbitration in The Hague. The forum of the arbitration shall be Rome, Italy. The language of the arbitration shall be English, and all stages of the proceedings shall be confidential. Each Party shall be responsible for the costs of its own representation and participation in the arbitration, but the costs of the arbitration itself shall be shared equally. Any arbitration award shall be final and binding on the Parties. The sole arbitrator shall have no authority to award punitive damages. All notices served in respect of settlement of disputes by way of arbitration shall be sent by registered mail and email. The initiation of arbitral proceedings shall not be deemed per se a termination of this Contract.

26. PUBLICATION OF CONTRACTS

The Contractor acknowledges and agrees that IDLO may publish a list of contractors to which contracts are awarded, including an indication of the subject and value of the contracts awarded.

27. CONTRACT LANGUAGE

Should this Contract be executed in any other language in addition to the English language, in case of discrepancy, the English version shall be treated as authoritative.

28. CONTRACT EXECUTION

(a) This Contract, including any amendments, may be executed in counterparts which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and scanned, photographed or PDF counterpart signatures by authorized representatives delivered by email or other means of electronic transmission will be sufficient to evidence execution. In such cases, IDLO may require the Contractor to execute and provide it an original signed Contract or other proof of authorization or authentication.

(b) The Contractor expressly consents to the use of any procedures for delivery and

acceptance of electronic signatures that have been or may be established by IDLO and agrees in that context that the electronic signature by the Contractor or IDLO shall be treated the same as a handwritten signature and shall be treated as valid and legally binding.

Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

ANNEX 2 – IDLO SUPPLIER CODE OF CONDUCT

Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

1. **Supplier Relationships**: The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. IDLO expects suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their employees and subcontractors.

2. **Promoting the Principles of this Code of Conduct:** IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

3. **Subcontracting:** IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

Labor:

4. **Freedom of Association and Collective Bargaining:** IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

5. **Forced Labor:** IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

6. Child Labor: IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. Discrimination: IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground of race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

8. Working Hours: IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

9. Compensation: IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

Human Rights:

10. Human Rights: IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. Harassment, Harsh or Inhumane Treatment: IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Health and Safety: IDLO expects its suppliers to follow all relevant legislation, regulations and directives in the country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement

recognized management systems; reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; and occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

13. Mines: IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

14. Environmental: IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment**.** Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal**.**

17.Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge**.**

18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Drug trafficking and Terrorism:

19. Drug Trafficking: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

20. Terrorism: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients

of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

Bribery & Corruption:

21. Corruption: IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

22.Conflict of Interest: IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

23.Gifts and Hospitality: IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to IDLO personnel in order to facilitate the supplier's business with IDLO.

24.Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its suppliers' facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.

Reference No. [XXX]
Contract Start Date: [XXX]
Contract End Date: [XXX]
Contractor: [XXX]

ANNEX 3 – TERMS OF REFERENCE