

## ANNEX I

### General Conditions

#### 1. Liability

- 1.1. ICMPD undertakes no liability for taxes (notably income tax, national VAT) or other contributions that may be payable by the Subscriber on payments made under this Agreement.
- 1.2. The Subscriber declares that he/she does not receive/collect any remuneration or emolument from public sources throughout the duration of the present assignment. ICMPD undertakes no liability in case of non-respect of this Article by the Subscriber.
- 1.3. Whenever ICMPD is held liable by the Contracting Authority or any other third party for any misconduct of the Subscriber or failure of the Subscriber to fulfil his/her obligations under this Agreement, ICMPD is entitled to claim reimbursement from the Subscriber for damages imposed on ICMPD arising from such misconduct or failure.

#### 2. Legal Compliance

- 2.1. The Subscriber shall respect and abide by all laws and regulations in force in the country of his/her workplace and/or duty station.
- 2.2. If the Subscriber fails to comply with the contractual obligations, ICMPD reserves the right to retain payments in full or in parts thereof 14 days after formally notifying the Subscriber in writing and requesting compliance. ICMPD reserves the right to claim reimbursements for damages arising from the Subscriber's non-compliance, in particular when ICMPD is held liable by any Contracting Authority or third party based on the Subscriber's non-compliance.

#### 3. Sub-contracting

Any further sub-contracting is not allowed without ICMPD's written approval.

#### 4. Code of Conduct

- 4.1. The Subscriber shall perform the services under this Agreement with due care, efficiency and diligence, in accordance with best professional practices.
- 4.2. The Subscriber shall abstain from all behaviour likely to compromise the prestige and nature of his/her public mission, or bring discredit to ICMPD or the relevant project.
- 4.3. The Subscriber shall at all times act loyally and impartially, and as a faithful adviser to ICMPD in accordance with the rules and/or code of conduct of his/her profession, as well as with appropriate discretion. The Subscriber shall, in particular, refrain from making any public statements concerning the relevant project or services, and/or from direct contact with project Contracting Authorities/donors, other than provided for in his/her Terms of Reference, without the

prior approval of ICMPD, and from engaging in any activity which conflicts with his/her obligations towards ICMPD and the Contracting Authority. The Subscriber shall not commit ICMPD and/or the Contracting Authority in any way whatsoever without its/their prior written consent, and shall, where appropriate, make this obligation clear to third parties. For the period of execution of this Agreement, the Subscriber shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country of his/her workplace.

- 4.4. The Subscriber shall act with fairness and impartiality in his/her dealings with the public, project beneficiaries or project participants, treating all with courtesy and respect. He/she shall refrain from using vulgar, obscene or otherwise offensive speech or gestures.
- 4.5. If the Subscriber offers to give, or agrees to offer or to give, or gives to any person, any bribe, gift of gratitude or commission as an inducement or reward for doing or forbearing to do any service or act, or for showing favour or disfavour to any person in relation to this Agreement, and/or the legal framework in whatever form regulating the action between ICMPD and a donor, then ICMPD may terminate this Agreement, without prejudice to any accrued rights of the Subscriber under this Agreement.
- 4.6. Except for the compensation given in this Agreement, the Subscriber shall not accept any commission, discount, allowance, indirect payment or other consideration in connection with, in relation to or in discharge of his/her obligations under this Agreement.
- 4.7. The Subscriber shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of this Agreement or the project, without the prior written approval of ICMPD.
- 4.8. The Subscriber is not entitled to carry or use arms and/or illicit drugs during the execution of this Agreement.
- 4.9. In the performance of this Agreement, the Subscriber shall not engage in any conduct that would constitute sexual exploitation or sexual abuse.
- 4.10. Within the framework of this Agreement, 'sexual exploitation' is defined as follows: any actual or attempted abuse of a position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- 4.11. Within the framework of this Agreement, 'sexual abuse' is defined as follows: actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

4.12. Any vehicle provided to the Subscriber for the execution of his/her duties under this Agreement must only be used for official purposes at the place of work or any other authorised place.

## **5. Conflict of Interest**

5.1. The Subscriber shall disclose to ICMPD any situation that could compromise the impartial and objective performance of this Agreement, and/or the legal framework, in whatever form regulating the action between ICMPD and a donor (Conflict of Interest). Such Conflict of Interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any Conflict of Interest which could arise during the performance of this Agreement must be notified in writing to ICMPD without delay.

5.2. If the Subscriber, pursuant to preceding article 5.1., fails to notify ICMPD, then ICMPD is entitled to terminate this Agreement with immediate effect.

5.3. The Subscriber respects and adheres to the fact that the specifications, designs and all documentation relating to the procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

## **6. Intellectual and Industrial Property**

6.1. All reports and data, such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Subscriber in the performance of this Agreement, shall be the absolute property of ICMPD. The Subscriber shall, upon completion of this Agreement, deliver all such documents and data to ICMPD. The Subscriber may not retain copies of such documents and data, and shall not use them for purposes unrelated to this Agreement without the prior written consent of ICMPD.

6.2. The Subscriber shall not publish articles relating to his/her services provided, or refer to them in any way, or divulge information obtained from ICMPD, without the prior written consent of ICMPD.

6.3. The Subscriber shall not communicate to any person, government, or other entity external to ICMPD, any unpublished information made known to the Subscriber by reason of his/her association with ICMPD.

6.4. Any results or rights therefrom, including copyright and other intellectual or industrial property rights, obtained in performance of this Agreement, shall be the absolute property of ICMPD, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

## **7. Data Protection**

7.1. Personal data is any information relating to an identifiable natural person. ICMPD shall process any personal data for a specific, explicit and legitimate purpose. It shall be accurate, kept up to date and only retained when necessary. The Subscriber shall have the right of confirmation, access, rectification and deletion of the personal data processed by ICMPD for the purpose of performing the terms of this Agreement.

7.2. The Subscriber shall treat any personal data processed under this Agreement confidential and in accordance with the ICMPD Data Protection Rules and Procedure. Any (suspected) breach of data security is to be reported immediately to [data.protection@icmpd.org](mailto:data.protection@icmpd.org).

## **8. Information**

The Subscriber shall furnish any information related to this assignment when requested by ICMPD (or any person authorised by ICMPD), even after the end of this Agreement.

## **9. Records**

9.1. The Subscriber shall keep full, accurate and systematic records in respect of the services provided, in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental/travel expenditures have been duly incurred for the performance of the services provided.

9.2. Timesheets recording the days worked must be completed by the Subscriber, and handed over to ICMPD at the latest by the end of this Agreement, or whenever requested beforehand. Time spent travelling exclusively and necessarily for the purpose of this Agreement may only be included in the number of days/hours worked in these timesheets, as set out in the Special Conditions. The normal working hours per day shall be 8 hours.

9.3. The records are required to comprise aeroplane and transportation tickets, boarding passes, and invoices or receipts for incidental expenditure. Such records must be handed over to ICMPD when requested.

## **10. Reporting**

10.1. The Subscriber must prepare reports during the period of execution of this Agreement, as per the Terms of Reference, and whenever requested by ICMPD.

10.2. All reports are covered by the provisions of Article 6.

## **11. Medical Arrangements and Insurances**

11.1. The Subscriber is responsible for arranging health and accident insurance at his/her own cost covering the duration of this Agreement. ICMPD cannot be held liable for any consequences due to non-compliance with this Article.

11.2. Before the commencement of this Agreement, ICMPD may request the Subscriber to undergo a medical examination by a qualified medical

- practitioner before leaving his/her usual place of residence and he/she shall, as soon as practicable, furnish ICMPD with the resulting medical report. The Subscriber agrees that ICMPD may forward his/her medical report to the Contracting Authority if so required.
- 11.3. For the duration of the Subscriber's official travel days for ICMPD outside the duty station country, he/she is covered by the ICMPD travel insurance providing health, accident and repatriation insurance on medical grounds.
- 11.4. For the duration of this Agreement, the Subscriber will have access to the ICMPD travel security plan provided by International SOS. He/she is authorised to log on to the iSOS webpage [www.internationalsos.com](http://www.internationalsos.com) and obtain up-to-date security and medical information about his/her destination country. The access code is: 31AYTC000027.
- 11.5. iSOS will assist the Subscriber in all cases related to health, accident or security threats he/she may encounter during missions. For immediate assistance, the Subscriber should call one of the following iSOS assistance centres: Frankfurt: +49 61023588100; London +44 208 762 8008; Philadelphia: +1 215 942 8226; or Singapore +65 6338 7800.
- 12. Travel Expenses**  
ICMPD shall pay travel expenses for authorised travel within the context of the respective project and according to ICMPD travel rules.
- 13. Amendment, Immediate Termination and Force Majeure**
- 13.1. Any amendment to this Agreement, including its Annexes, must be set out in writing and signed by both parties.
- 13.2. Immediate Termination:  
In addition to the contractual termination provisions set out in the Special Conditions, this Agreement can be terminated with immediate effect
- If both parties mutually agree on termination.
  - If the Subscriber fails to notify ICMPD about a Conflict of Interest.
  - If the Subscriber fails to comply with the contractual obligations, in particular as set out in the Special and General Conditions and especially in the case of serious misconduct, whereas the term 'misconduct' shall mean seriously improper action by the Subscriber in his/her official capacity; the use or attempted use of his/her position as an official for his/her personal advantage; improper action based on sexual motives (sexual harassment); any conduct unconnected with his/her official duties which can reasonably be expected to bring ICMPD into public discredit. ICMPD's notification to the Subscriber must be in writing.
- If the Subscriber fails to complete, or is likely to fail to complete, the required working days within the duration of this Agreement.
  - If the Subscriber refuses or neglects to carry out directives.
  - If the Subscriber is prevented from working for a considerable period of time.
  - If the Subscriber fails to carry out his/her tasks and obligations under this Agreement to the extent that ICMPD cannot reasonably be expected to continue with this Agreement.
  - If the Contracting Authority of the project for which the Subscriber has been contracted requires ICMPD to cease the Subscriber's involvement in the project.
- 13.3. Force Majeure means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under this Agreement, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of the said party, and (d) occurs without the fault or negligence of the said party. The party affected by Force Majeure shall give prompt written notice to the other party of the nature and probable duration of Force Majeure, and of the extent of its effects on the said party's performance of its obligations hereunder. During the continuance of Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by Force Majeure. In the event of Force Majeure which delays performance of this Agreement or any part thereof by more than two weeks, either party shall have the right, by notice to the other party, to terminate this Agreement.
- 14. Dispute Settlement**  
Any dispute between ICMPD and the Subscriber arising out of the interpretation or application of this Agreement, which is not settled by negotiation, shall be submitted by either party to arbitration for settlement in accordance with the UNCITRAL Arbitration Rules in force as at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on the parties.
- 15. Privileges and Immunities**  
Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of ICMPD as an intergovernmental organisation established under international law.