

**ANNEX I: GENERAL CONDITIONS**

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**Article 1 Order of precedence of Contract/purchase order documents**

- 1.1. The order of precedence of the Contract/purchase order documents shall be stated in the Contract.

**Article 2 Subcontracting**

- 2.1. A subcontract/purchase order must be made by written agreement between the Contractor and the third party and requires the prior written consent of ICMPD. The Contractor shall ensure that they are not subject to early detection and exclusion systems and that the eligibility criteria applicable to the Award of contracts are fulfilled.
- 2.2. The Contractor shall send a request determining the elements of the subcontract/purchase order and the identity of the Subcontractor. Within 30 days of the receipt of the request, ICMPD shall provide a written statement declaring its consent or stating the reasons for withholding its consent. ICMPD may extend the deadline by 15 days. If ICMPD does not provide a written statement, the subcontract/purchase order shall be deemed accepted.
- 2.3. No subcontract/purchase order creates contractual relations between ICMPD and the Subcontractor.
- 2.4. The Contractor shall be responsible for the acts, defaults and negligence of its Subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, its agents or employees. The approval by ICMPD of the subcontracting of any part of the Contract/purchase order or of the Subcontractor to perform any part of the tasks shall not relieve the Contractor of any of its obligations under the Contract.
- 2.5. If a Subcontractor has undertaken any continuing obligation extending for a Period exceeding that of the warranty Period under the Contract/purchase order towards the Contractor in respect of the Supplies/services provided by the Subcontractor, the Contractor must, at any time after the expiration of the warranty Period, transfer to ICMPD the benefit of such obligation for the unexpired duration thereof within 7 days.
- 2.6. If a Subcontractor is found by ICMPD to be incompetent in discharging its duties, ICMPD may request the Contractor to forthwith remove the Subcontractor from the site and either provide a Subcontractor as replacement with qualifications and experience acceptable to ICMPD, subject to consent pursuant to Articles 2.1 and 2.2 or to conclude the Contract/purchase order without Subcontractors.
- 2.7. Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract. They shall not fall under the exclusion criteria described in the Request for Quotation and the contractor shall ensure that they are not subject to EU (or ICMPD donor's) restrictive measures.
- 2.8. Those services entrusted to a subcontractor by the contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by ICMPD.

**Article 3 Supply of documents**

- 3.1. Save where otherwise provided in the Contract, within 30 days of the signing of the Contract, ICMPD shall provide the Contractor, free of charge, with a copy of the Drawings prepared for the implementation of the tasks and a copy of the specifications and other Contract/purchase order documents. Additional copies may be requested at Contractors' expense subject to their availability. Upon final acceptance, the Contractor shall return to ICMPD all Drawings, specifications and other Contract/purchase order documents.
- 3.2. ICMPD co-operates with the Contractor to provide information that the latter may reasonably request in order to perform the Contract.
- 3.3. Unless it is necessary for the purposes of the Contract, the Drawings, specifications and other documents provided by ICMPD shall not be used or communicated to a third party by the Contractor without the prior consent of ICMPD.
- 3.4. ICMPD shall issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the Contract/purchase order and the remedying of any defects therein.
- 3.5. The Contract/Purchase Order must indicate the procedure used, if necessary, by ICMPD to approve drawings and other documents provided by the contractor.

**Article 4 Assistance with Local Regulations**

- 4.1. The Contractor may request the assistance of ICMPD in obtaining copies of laws, regulations and information on local customs, orders or by-laws of the country where the Supplies are to be delivered which may affect the Contractor in the performance of its obligations under the Contract. ICMPD may provide the assistance requested to the Contractor at the Contractor's cost.
- 4.2. The Contractor shall obtain the requisite permits or import licences. ICMPD can provide assistance in terms of providing the contractor with necessary documentation, information or fill out forms on the request by the Contractor.
- 4.3. The Contractor shall obtain, in accordance with the Contract/Purchase Order, the required permits or import licences within a reasonable period, taking account of the implementation dates for the tasks.
- 4.4. Subject to the provisions of the laws and regulations on foreign labour of the country in which the Supplies/Services are to be delivered, ICMPD provides reasonable assistance to the Contractor, at its request, for its application for any visas and permits required by the law of the country in which the Supplies/Services are to be delivered/rendered, including work and residence permits, for the personnel whose Services the Contractor and ICMPD consider necessary, as well as residence permits for their families.

**Article 5 General obligations**

- 5.1. The Contractor shall execute the Contract/purchase order with due care, efficiency and diligence in accordance with administrative orders given by ICMPD and remedy any defects in the Supplies/Services.
- 5.2. The Contractor shall provide all necessary Equipment, supervision, labour and facilities required for the implementation of the tasks.
- 5.3. The Contractor shall notify ICMPD, if it considers that an administrative order goes beyond the authority of ICMPD or the scope of the Contract. If the Contractor fails to do so within 30 days, he shall be barred from so doing. The execution of the administrative order shall not be suspended because of this notice.
- 5.4. The Contractor shall not be bound by the administrative order, if it is unlawful. He shall notify ICMPD without delay as soon as he becomes aware of the unlawfulness.
- 5.5. The Contractor shall supply, without delay, any information and documents to ICMPD and/or the donor upon request, regarding the conditions in which the Contract/purchase order is being executed.
- 5.6. The Contractor shall respect and abide by all laws and regulations in force in the country where the Supplies/Services are to be delivered/rendered and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations.
- 5.7. Should any unforeseen event, action or omission directly or indirectly hamper performance of the Contract, either partially or totally, the Contractor shall without delay and at its own initiative record it and report it to ICMPD. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the Contract. In such event, the Contractor shall give priority to solving the problem rather than determining liability.
- 5.8. If the Contractor is a joint venture or a Consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the Contract, including any recoverable amount. The person designated by the Consortium to act on its behalf for the purposes of the Contract/purchase order shall have the authority to bind the Consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or Consortium shall not be altered without the prior consent of ICMPD. Any alteration of the composition of the Consortium without the prior consent of ICMPD may result in the termination of the Contract.
- 5.9. In case the Contract/purchase order is funded by the European Union, the Contractor shall ensure the highest visibility to the financial contribution of the European Union, unless otherwise requested or agreed by the European Commission. To ensure such publicity the Contractor shall implement among other actions the specific activities described in the Contract. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission. In case of other sources of funds, the Contractor shall liaise with ICMPD for visibility aspects.
- 5.10. Subject to Article 5.9, the Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the Contract/purchase order without the prior consent of the ICMPD. The Contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its Staff the same undertaking. Unless authorized in writing by ICMPD, the Contractor shall not advertise or otherwise make public the fact that it is furnishing Services to ICMPD. The Contractor shall not use the name, emblem or official seal of ICMPD or any abbreviation of the names of the Project donor or of ICMPD for advertising or for any other promotional purpose.
- 5.11. The Contractor shall not use this contract/purchase order as a reference to other procurements without prior consulting with ICMPD. A written confirmation received from ICMPD shall be obtained prior using this contract/purchase order as a reference.
- 5.12. The Contractor has the contractual obligation to keep all records for a 7-year Period after the final payment made under the Contract.
- 5.13. These documents comprise any documentation concerning income and expenditure and any Inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the Experts and invoices or receipts for incidental expenditure. Failure to maintain such records constitutes a breach of such contractual obligation.

**Article 6 Code of conduct**

- 6.1. The Contractor shall at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. He shall refrain from making any public statements about the Project without the prior approval of ICMPD. He shall not commit ICMPD in any way without its prior consent and shall make this obligation clear to third parties.
- 6.2. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited. The Contractor shall also provide to inform ICMPD of any breach of ethical standards or code of conduct as set in the present Article. In case the Contractor is aware of any violations of the abovementioned standards, he shall report in writing within 30 days to ICMPD.
- 6.3. The Contractor and its Staff shall respect human rights and applicable data protection rules.
- 6.4. The Contractor shall respect environmental legislation applicable in the country to which the Supplies are delivered / Services are provided and internationally agreed core labour standards, i.e. in particular but not limited to the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory

labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour, as well as applicable obligations established by these conventions:

- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
  - Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
  - Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention);
  - Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.
- 6.5. The Contractor or any of its Subcontractors, agents or personnel shall not abuse of its entrusted power for private gain. The Contractor or any of its Subcontractors, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the Contract/purchase order or for showing favour or disfavour to any person in relation to the Contract. The Contractor shall comply with all applicable laws, regulations, and codes relating to anti-bribery and anti-corruption in force in the country to which the Supplies/Services are delivered/rendered.
- 6.6. The Contractor and its Staff must not exercise any business activity or receive any payments or benefits outside the Contract.
- 6.7. The execution of the Contract/purchase order shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the Contract/purchase order or not stemming from a properly concluded Contract/purchase order referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. ICMPD or its donor's may carry out documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.
- 6.8. The respect of the code of conduct set out in the present Article constitutes a contractual obligation.

#### **Article 7 Conflict of interest**

- 7.1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such Conflict of interests 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 interests which may arise during performance of the Contract/purchase order shall be notified to ICMPD without delay. In the event of such Conflict, the Contractor shall immediately take all necessary steps to resolve it.
- 7.2. ICMPD reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that its Staff, including its management, is not placed in a situation which could give rise to Conflict of interests. Without prejudice to its obligation under the Contract, the Contractor shall replace, immediately and without compensation from ICMPD, any member of its Staff exposed to such a situation.
- 7.3. The Contractor shall refrain from any Contact which would compromise its independence or that of its personnel.
- 7.4. The Contractor shall limit its role in connection with the Project to the provision of the Supplies/Services described in the Contract.
- 7.5. The Contractor and anyone working under its authority or control in the performance of the Contract/purchase order or on any other activity is not subject to early detection and exclusion systems and that the eligibility criteria applicable to the Award of the contract/purchase order are fulfilled.
- 7.6. Civil servants and other Staff of the public administration of the country where the Services have to be rendered, regardless of their administrative situation, shall not be recruited as Experts unless the prior approval has been granted by ICMPD.

#### **Article 8 Origin**

- 8.1. All Supplies shall have their origin in any eligible country as defined in the Request for Quotation and the Contract/Purchase Order.
- 8.2. The Contractor must certify that the Supplies tendered comply with this requirement, specifying their countries of origin. It may be required to provide more detailed information in this respect.
- 8.3. The Contractor shall document the origin at the time of final (or partial if applicable) acceptance. Failure to comply with this obligation may lead, after formal notice, to termination of the Contract/purchase order and/or suspension of payment.

#### **Article 9 Indemnification**

- 9.1. The Contractor shall, at its own expense, indemnify, protect and defend, and hold harmless, ICMPD, its agents and employees, from and against all suits, actions, proceedings, claims, losses, liability or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from or relating to:
- 9.1.1. any alleged or actual breach of intellectual, industrial or other property rights of any kind based on ICMPD's use as specified in the Contract/purchase order of patents, licenses, Drawings, designs, models, or brand or trademarks, except where such infringement results from compliance with the design or specification provided by ICMPD; or
- 9.1.2. any infringement, act or omission, by the Contractor, its employees and their dependants of such laws and regulations.
- 9.2. ICMPD must notify any third party claim to the Contractor as soon as possible after ICMPD becomes aware of them.
- 9.3. If ICMPD chooses to challenge and defend itself against the claim(s), the Contractor shall bear the reasonable costs of defence incurred by ICMPD, its agents and employees.
- 9.4. Under these General conditions, the agents and employees of ICMPD, as well as the Contractor's Staff, its Subcontractors and any person for which the Contractor is answerable are considered to be third parties.
- 9.5. The Contractor shall treat all claims in close consultation with ICMPD.
- 9.6. Any settlement or agreement settling a claim requires the prior express consent of ICMPD and the Contractor.
- 9.7. After the completion of the implementation of the tasks, the Contractor shall be responsible for and shall indemnify ICMPD for any damage caused to the Services by the Contractor, its Staff, its Subcontractors and any person for which the Contractor is answerable, during any operation performed to complete any work left.

#### **Article 10 Medical, liabilities, insurance and security arrangements**

- 10.1. Medical arrangement  
ICMPD may condition the performance of the Services to the production, by the Contractor, of a recent medical certificate attesting that the Contractor itself, its Staff, its Subcontractors and/or any person for which the Contractor is answerable, are fit to implement the Services required under this Contract.
- 10.2. Liabilities  
The liability rules described below are without prejudice to the possible application of international conventions on the carriage of Supplies.
- (a) Liability for damage to Supplies**  
Without prejudice Article 25 (force majeure), the Contractor shall assume (i) full responsibility for maintaining the integrity of the Supplies and (ii) the risk of loss and damage, whatever their cause, until the warranty Period.  
Compensation for damage to the Supplies resulting from the Contractor's liability in respect of ICMPD is capped at the Contract/purchase order value plus 20% (twenty percent). If, in accordance with this Contract ICMPD imposes penalties on the Contractor, such penalties shall amount zero point one percent (0.1%) of the total Contract price for each Day the Service/Supplies are delayed.  
However, compensation for loss or damage resulting from fraud or gross negligence of the Contractor, its Staff, its Subcontractors and any person for which the Contractor is answerable, can in no case be capped.
- (b) Liability for damage to Services**  
Without prejudice to Article 25 (force majeure), the Contractor shall assume (i) full responsibility for maintaining the integrity of Services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks.  
Compensation for damage to the Services resulting from the Contractor's liability in respect of ICMPD is capped at the Contract/purchase order value plus 20% (twenty percent). If, in accordance with this Contract ICMPD imposes penalties on the Contractor, such penalties shall amount zero point one percent (0.1%) of the total Contract price for each Day the Service/Supplies are delayed.  
However, compensation for loss or damage resulting from fraud or gross negligence of the Contractor, its Staff, its Subcontractors and any person for which the Contractor is answerable, can in no case be capped.  
The Contractor shall remain responsible for any breach of its obligations under the Contract/purchase order for such Period after the Services have been performed as may be determined by the law governing the Contract, even after approval of the reports and documents, or by default for a Period of 10years.
- (c) Contractor's liability for damage suffered by ICMPD**  
At any time, the Contractor shall be responsible for and shall compensate ICMPD for any damage caused to ICMPD by the Contractor, its Staff, its Subcontractors and any person for which the Contractor is answerable.  
Compensation for damage suffered by ICMPD is capped at the Contract/purchase order value plus 20% (twenty percent).  
However, compensation for loss or damage resulting from the Contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the Contractor, its Staff, its Subcontractors and any person for which the Contractor is answerable.

## 10.3. Insurance

## a) Insurance – general issues

At the latest together with the return of the countersigned Contract, and for the Period of implementation of the tasks, the Contractor shall ensure that itself, its Staff, its Subcontractors and any person for which the Contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless ICMPD has given its express written consent on a specific insurance company.

At the latest together with the return of the countersigned Contract, the Contractor shall provide ICMPD with all cover notes and/or certificates of insurance showing that the Contractor's obligations relating to insurance are fully respected. The Contractor shall submit without delay, whenever ICMPD so requests, an updated version of the cover notes and/or certificates of insurance.

The Contractor shall obtain from the insurers that they commit to personally and directly inform ICMPD of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The Contractor shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. ICMPD reserves the right to indemnify the insurer in case the Contractor fails to pay the premium, without prejudice to ICMPD's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

Whenever possible, the Contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of ICMPD, its agents and employees.

The purchase of adequate insurances by the Contractor shall in no case exempt it from its statutory and/or contractual liabilities.

The Contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of ICMPD.

The Contractor shall ensure that its Staff, its Subcontractors and any person for which the Contractor is answerable comply with the same insurance requirements imposed to it under this Contract. In case of default of insurance or inadequate insurance of its Staff, its Subcontractors or any person for which the Contractor is answerable, the Contractor shall indemnify ICMPD from all consequences resulting therefrom.

Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this Contract, the Contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the duties are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with. ICMPD shall not bear any liability for the assessment and adequacy of insurance policies taken out by the Contractor with its contractual and/or statutory obligations.

## b) Insurance – specific issues

The Contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 10.2. The Contractor shall in particular subscribe a products- and after-delivery insurance.

Depending on the nature of the Contractor's obligations, ICMPD may require that the carriage of Supplies be covered by a 'transportation' insurance policy; the conditions of which may be specified in the Contract, which may also specify other types of insurance to be taken out by the Contractor. This insurance shall in particular cover the loading, intermediate storage, unloading, including stowage and protection, if such operations are included in the Contract.

The Contractor shall ensure that itself, its Staff, its Subcontractors and any person for which the Contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:

- I. all medical expenses, including hospital expenses;
- II. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
- III. accidental death or permanent disability resulting from bodily injury incurred in connection with the Contract.

In the absence of adequate insurance, ICMPD may bear such costs to the benefit of the Contractor itself, its Staff, its Subcontractors and any person for which the Contractor is answerable. This bearing of the costs by ICMPD shall be subsidiary and may be claimed against the Contractor, its Subcontractors and any person who should have taken out this insurance, without prejudice to the compensation of ICMPD's possibly resulting damage.

The Contractor shall take out insurance policies providing coverage of the Contractor itself, its Staff, its Subcontractors and any person for which the Contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its Subcontractors do the same. It indemnifies ICMPD against any claims that its employees or those of its Subcontractors could have in this regard. For its permanent expatriate Staff, where appropriate, the Contractor shall in addition comply with the laws and regulations applicable in the country of origin.

The Contractor shall also ensure the personal effects of its employees, Experts and their families located in the partner country against loss or damage.

## 10.4. Security arrangements

The Contractor shall put in place security measures for its employees, Experts and their families located in the partner country commensurate with the physical danger (possibly) facing them.

The Contractor shall also be responsible for monitoring the level of physical risk to which its employees, Experts and their families located in the partner country are exposed and for keeping ICMPD informed of the situation. If ICMPD or the Contractor becomes aware of an imminent threat to the life or health of any of its employees, Experts or their families, the Contractor must take immediate emergency action to remove the individuals concerned to safety. If the Contractor takes such action, he must communicate this immediately to ICMPD and this may lead to suspension of the Contract.

**Article 11 Intellectual and Industrial Property Rights**

11.1. A 'result' shall be any outcome of the implementation of the Contract/purchase order and provided as such by the Contractor.

11.2. The ownership of all the results or rights thereon as listed in the Technical Specifications/Terms of Reference/Request for Quotation attached to the Contract/Purchase Order, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the Contract, shall be irrevocably and fully vested to ICMPD from the moment these results or rights are delivered to it and accepted by it. ICMPD may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.

11.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to ICMPD.

11.4. The above vesting of rights in ICMPD under this Contract/purchase order covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by ICMPD and the Contractor.

11.5. The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by ICMPD. If ICMPD so requires, the Contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).

11.6. All reports and data such as maps, diagrams, Drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the Contract, as well as, any outcome of the implementation of the Contract, shall be the absolute property of ICMPD unless otherwise specified. The Contractor shall, upon completion of the Contract, deliver all such documents and data to ICMPD. The Contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the Contract/purchase order without the prior consent of ICMPD.

11.7. The Contractor shall not publish articles relating to the Services or refer to them when carrying out any Services for others, or divulge information obtained by the Contractor in the course of the Contract/purchase order for purposes other than its performance, without the prior consent of ICMPD.

11.8. By delivering the results, the Contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.

**Article 12 Tax and customs arrangements**

12.1. Subject to the provisions in the Special conditions, the terms of delivery of the Supplies shall be DDP (Delivered Duty Paid) – Incoterms 2020, International Chamber of Commerce.

**Article 13 Patents and licences**

13.1. All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of the Contractor, including but not limited to any rights in any documents prepared for the purpose of the Contract/purchase order or the tasks, shall remain vested in the Contractor but ICMPD shall have an irrevocable, royalty-free, non-exclusive licence of the above-mentioned rights for the purpose of the Contract.

Such licence shall carry the right to grant sub-licences and shall be transferable by ICMPD to third parties without the consent of the Contractor being required.

All industrial, intellectual and other property rights (including but not limited to patent rights and copyright) developed in connection with the tasks by or on behalf of ICMPD, including but not limited to any rights in any documents prepared for the purpose of the Contract/purchase order or the tasks, shall remain vested in ICMPD but the Contractor shall have the right at its cost to copy, use and obtain communication of these documents for the purpose of the Contract.

Upon and notwithstanding any termination of the Contract/purchase order howsoever arising, as well as after completion of the tasks, ICMPD shall continue to have the benefit of the licence referred to in this Article.

**Article 14 Staff**

14.1. For fee-based Contracts, without prejudice to paragraph 4 of this Article, the Contractor must inform ICMPD of all Staff which the Contractor intends to use for the implementation of the tasks, other than the Key experts whose CVs are included in Annex to the Contract. Annexes shall specify the minimum level of training, qualifications and experience of the Staff and, where appropriate, the specialisation required. ICMPD shall have the right to oppose the Contractor's choice of Staff.

14.2. All those working on the Project with the approval of ICMPD shall commence their duties on the date or within the Period laid down in the Contract, or, failing this, on the date or within the Periods notified to the Contractor by ICMPD or ICMPD.

14.3. Save as otherwise provided in the Contract, those working on the Contract/purchase order shall reside close to their normal place of posting. Where part of the Services is to be

performed outside the partner country, the Contractor shall keep ICMPD informed of the names and qualifications of Staff assigned to that part of the Services.

- 14.4. The Contractor shall:
- (a) forward to ICMPD within 30 days of the signature of the Contract/purchase order by both parties, the timetable proposed for placement of the Staff;
  - (b) inform ICMPD of the date of arrival and departure of each member of Staff;
  - (c) submit to ICMPD for its approval a timely request for the appointment of any Non-key experts.
- 14.5. The Contractor shall provide its Staff with all financial and technical means needed to enable them to carry out their tasks described under this Contract/purchase order efficiently.
- 14.6. No recruitment of an Expert by the Contractor can create Contractual relations between the Expert and ICMPD.

#### **Article 15 Replacement of Staff**

- 15.1. The Contractor shall not make changes to the agreed Staff without the prior approval of ICMPD. The Contractor must on its own initiative propose a replacement in the following cases:
- (a) In the event of death, in the event of illness or in the event of accident of an agreed Staff;
  - (b) If it becomes necessary to replace an agreed Staff for any other reasons beyond the Contractor's control (e.g. resignation, etc.).
- 15.2. In the course of performance, ICMPD can order an agreed Staff to be replaced. This shall be done on the basis of a written and justified request to which the Contractor and the agreed Staff have had the opportunity to provide observations.
- 15.3. Where an agreed Staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed Staff who has been replaced. Where the Contractor is unable to provide a replacement with equivalent qualifications and/or experience, ICMPD may either decide to terminate the Contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.
- 15.4. Additional costs incurred by the replacement of an agreed Staff are the responsibility of the Contractor. ICMPD makes no payment for the Period when the agreed Staff to be replaced is absent. The replacement of any agreed Staff, whose name is listed in the Contract, must be proposed by the Contractor within 15 calendar days from the first day of the agreed Staff's absence. If after this period the Contractor fails to propose a replacement in accordance with Article 15.3 above, ICMPD may apply liquidated damages up to 10% of the remaining fees of that Expert to be replaced. ICMPD must approve or reject the proposed replacement within 30 days.
- 15.5. The partner country may be notified of the identity of the agreed Staff proposed to be added or replaced in the Contract/purchase order to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the proposed Experts in writing to ICMPD within 15 days of the date of the request for approval.

#### **Article 16 Trainees**

- 16.1. If required in the Terms of reference / Request for Quotation, the Contractor shall provide training for the Period of implementation of the tasks for trainees assigned to it by ICMPD under the terms of the Contract.
- 16.2. Instruction by the Contractor of such trainees shall not confer on them the status of employees of the Contractor. However, they must comply with the Contractor's instructions, and with the provisions of Article 6, as if they were employees of the Contractor. The Contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.
- 16.3. Unless otherwise provided in the Contract, allowance for trainees foreseen in the Contract/purchase order covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by ICMPD.
- 16.4. The Contractor shall report at quarterly intervals to ICMPD on the training assignment. Immediately prior to the end of the Period of implementation of the tasks, the Contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the Terms of reference / Request for Quotation.

#### **Article 17 Leave Entitlement**

- 17.1. For fee-based Contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by ICMPD.
- 17.2. For fee-based Contracts, the fee rates are deemed to take into account the annual leave of up to 2 Months for the Contractor's Staff during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 17.3. The Contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the Contractor. The Contractor shall inform ICMPD of any impact of such leave on the period of implementation of the tasks.

#### **Article 18 Amendments**

- 18.1. Contract/purchase order Amendments shall be formalised by a contract/purchase order addendum signed by both parties. Substantial amendments to the contract, including amendments to the total contract/purchase order price, must be made by means of an addendum.
- 18.2. Subject to the limits of the procedure thresholds, ICMPD reserves the right to vary by an administrative order the quantities per lot or per item by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies/services may not rise or fall as a result of the variation by more than 25% of the quoted price. The unit prices quoted shall be applicable to the quantities procured under the variation.
- 18.3. ICMPD shall have the power to order any amendment to any part of the supplies/services necessary for the proper completion and/or functioning of the supplies/services. Such amendments may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as in drawings, designs or specifications where the supplies are to be specifically manufactured for ICMPD, in method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the tasks.
- 18.4. Where an amendment is required by a default or breach of contract/purchase order by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.
- 18.5. The Contractor shall notify ICMPD of any change of bank account, using the form annexed to the Contract. ICMPD shall have the right to oppose the Contractor's change of bank account.

#### **Article 19 Verifications, Checks and Audits by ICMPD or its donors**

- 19.1. The Contractor shall allow ICMPD or its donors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the Contract. In order to carry out these verifications and audits, ICMPD or its donors shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Contract. The Contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the Contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the Contract. The Contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.
- 19.2. Furthermore, the Contractor shall allow ICMPD or its donors to carry out checks and verification on the spot in accordance with the procedures set out in the ICMPD rules for audit or ICMPD's donor's rules for the protection of the financial interests of ICMPD or the donor against fraud and other irregularities.
- 19.3. To this end, the Contractor undertakes to give appropriate access to Staff or agents of ICMPD or its donors to the Sites and locations at which the Contract/purchase order is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the Project and to take all steps to facilitate their work. Access given to agents of ICMPD or its donors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The Contractor shall inform ICMPD of their precise location.
- 19.4. The Contractor guarantees that the rights of ICMPD or its donors to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any Subcontractor or any other party related to this Contract.
- 19.5. Failure to comply with the obligations set forth in Article 19.1 to 19.4 constitutes a case of serious breach of Contract.

#### **Article 20 Revision of Prices**

The Contract/purchase order shall be at fixed prices, which shall not be revised.

#### **Article 21 Payment to third parties**

- 21.1. Orders for payments to third parties may be carried out only after an assignment. The assignment shall be notified to ICMPD.
- 21.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.
- 21.3. In the event of a legally binding attachment of the property of the Contractor affecting payments due to him under the Contract, and without prejudice to the time limit laid down in Contract, ICMPD shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

#### **Article 22 Breach of Contract**

- 22.1. Either party commits a breach of Contract/purchase order where it fails to perform its obligations in accordance with the provisions of the Contract.
- 22.2. Where a breach of Contract/purchase order occurs, the party injured by the breach is entitled to the following remedies: (a) damages; and/or (b) termination of the Contract.
- 22.3. Damages may be either: (a) General damages; or (b) liquidated damages.
- 22.4. Should the Contractor fail to perform any of its obligations in accordance with the provisions of the Contract, ICMPD is without prejudice to its right under Article 23.2, also entitled to the following remedies: (a) suspension of payments; and/or (b) reduction or recovery of payments in proportion to the failure's extent.
- 22.5. Where ICMPD is entitled to damages, it may deduct such damages from any sums due to the Contractor or call on the appropriate guarantee.
- 22.6. ICMPD shall be entitled to compensation for any damage which comes to light after the Contract/purchase order is completed in accordance with the law governing the Contract.

#### **Article 23 Termination by ICMPD**

- 23.1. ICMPD may, at any time and with immediate effect, subject to Article 23.9, terminate the Contract, except as provided for under Article 23.2.
- 23.2. Subject to other provision of these General conditions, ICMPD may, by giving seven day notice to the Contractor, terminate the Contract/purchase order in any of the following cases where:
- the Contractor is in serious breach of Contract/purchase order for failure to perform its contractual obligations;
  - the Contractor fails to comply within a reasonable time with the notice given by ICMPD requiring it to make good the neglect or failure to perform its obligations under the Contract/purchase order which seriously affects the proper and timely implementation of the tasks;
  - the Contractor refuses or neglects to carry out any administrative orders given by ICMPD;
  - the Contractor assigns the Contract/purchase order or subcontracts without the authorisation of ICMPD;
  - the Contractor is bankrupt, subject to insolvency or winding up procedures, is having its Assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under national law or regulations;
  - any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the Contract;
  - any other legal disability hindering performance of the Contract/purchase order occurs;
  - the Contractor fails to provide the required insurance, or the person providing the insurance is not able to abide by its Commitments;
  - the Contractor has been guilty of grave professional misconduct proven by any means which ICMPD can justify;
  - it has been established by a final judgment or a final administrative decision or by proof in possession of ICMPD that the Contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings or circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose;
  - the Contractor, in the performance of another Contract/purchase order financed by ICMPD or its donors has been declared to be in serious breach of Contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by ICMPD or its donors;
  - after the Award of the Contract, the award procedure or the performance of the Contract/purchase order proves to have been subject to breach of obligations, irregularities or fraud;
  - the award procedure or the performance of another Contract/purchase order financed by ICMPD or its donors proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present Contract;
  - the Contractor fails to perform its obligation in accordance with Article 6 and Article 7;
  - the Contractor fails to comply with its obligation in accordance with Article 8;
  - the Contractor is in breach of the data protection obligations resulting from Article 29 of these General conditions.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the Contractor and/or to persons having powers of representation, decision or control with regard to the Contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the Contract.

The cases under points (e), (i), (j), (k), (l), (m), (n) and (p) may refer also to Subcontractors.

- 23.3. Termination shall be without prejudice to any other rights or powers under the Contract/purchase order of ICMPD and the Contractor. ICMPD may, thereafter, conclude any other Contract/purchase order with a third party, at the Contractor's own expense. The Contractor's liability for delay in completion shall immediately cease when ICMPD terminates the Contract/purchase order without prejudice to any liability thereunder that may already have arisen.
- 23.4. Upon termination of the Contract/purchase order or when it has received notice thereof, the Contractor shall take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 23.5. ICMPD shall, as soon as possible after termination, certify the value of the Supplies / Services and all sums due to the Contractor as at the date of termination.
- 23.6. In the event of termination, ICMPD shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the Supplies delivered / Services rendered and the incidental siting or installation performed and take an Inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to ICMPD as at the date of termination of the Contract.
- 23.7. ICMPD shall not be obliged to make any further payments to the Contractor until the Supplies / Services are completed. After the Supplies / Services are completed, ICMPD shall recover from the Contractor the extra costs, if any, of providing the Supplies / Services, or shall pay any balance still due to the Contractor.
- 23.8. If ICMPD terminates the Contract/purchase order pursuant to Article 24.2, it shall, in addition to the extra costs for completion of the Contract/purchase order and without prejudice to its other remedies under the Contract, be entitled to recover from the Contractor any loss it has suffered up to the value of the supply unless otherwise provided for in the Contract.
- 23.9. Where the termination is not due to an act or omission of the Contractor, force majeure or other circumstances beyond the control of ICMPD, the Contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 23.10. This Contract/purchase order shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

#### **Article 24 Termination by the Contractor**

- 24.1. The Contractor may, by giving 14 days' notice to ICMPD, terminate the Contract, if ICMPD:
- fails to pay the Contractor the payments due under any certificate issued by ICMPD after the expiry of the time limit stated in the Contract; or
  - consistently fails to meet its obligations after repeated reminders; or
  - suspends the delivery of the Supplies/execution of the services, or any part thereof, for more than 180 days, for reasons not specified in the Contract/purchase order or not attributable to the Contractor's breach or default.
- 24.2. Such termination shall be without prejudice to any other rights of ICMPD or the Contractor acquired under the Contract.
- 24.3. In the event of such termination, ICMPD shall pay the Contractor for any loss or damage the Contractor may have suffered.

#### **Article 25 Force majeure**

- 25.1. Neither party shall be considered to be in default or in breach of its obligations under the Contract/purchase order if the performance of such obligations is prevented by any circumstances of *force majeure* which arises after the date of notification of award or the date when the Contract/purchase order becomes effective.
- 25.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions. A decision of ICMPD's donor(s) to suspend the cooperation with the partner country is considered to be a case of *force majeure* when it implies suspension of funding this Contract.
- 25.3. Notwithstanding the provisions of Article 23, the Contractor shall not be liable to liquidated damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the Contract/purchase order is the result of an event of *force majeure*. ICMPD shall similarly not be liable, notwithstanding the provisions of Article 24, for the payment of interest on delayed payments, for non-performance or for termination by the Contractor for default if, and to the extent that, ICMPD's delay or other failure to perform its obligations is the result of *force majeure*.
- 25.4. If either party considers that any circumstances of *force majeure* have occurred which may affect performance of its obligations, it shall promptly notify the other party and ICMPD, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by ICMPD in writing, the Contractor shall continue to perform its obligations under the Contract/purchase order as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the *force majeure* event. The Contractor shall not put into effect alternative means unless directed so to do by ICMPD.
- 25.5. If the Contractor incurs additional costs in complying with ICMPD's directions or using alternative means under Article 25.4, the amount thereof shall be certified by ICMPD.
- 25.6. If circumstances of *force majeure* have occurred and continue for a Period of 180 days then, notwithstanding any extension of time for completion of the Contract/purchase order that the Contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other with 30 days' notice to terminate the Contract. If, at the expiry

of the Period of 30 days, the situation of force majeure persists, the Contract/purchase order shall be terminated and, in consequence thereof under the law governing the Contract, the parties shall be released from further performance of the Contract.

#### **Article 26 Decease**

- 26.1. Where the Contractor is a natural person, the Contract/purchase order shall be automatically terminated if that person dies. However, ICMPD shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the Contract.
- 26.2. Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the Contract, and ICMPD shall decide whether to terminate or continue the Contract/purchase order in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 26.3. In the cases provided for in Articles 26.1 and 26.2, persons offering to continue to perform the Contract/purchase order shall notify ICMPD thereof within 15 days of the date of decease. The decision of ICMPD shall be notified to those concerned within 30 days of receipt of such proposal.
- 26.4. Such persons shall be jointly and severally liable for the proper performance of the Contract/purchase order to the same extent as the deceased Contractor. Continuation of the Contract/purchase order shall be subject to the rules relating to establishment of any guarantee provided for in the Contract.

#### **Article 27 Settlement of disputes**

- 27.1. The parties shall make every effort to settle amicably any dispute, controversy, or claim arising out of or relating to the Contract/purchase order or its breach, termination, or invalidity ("Dispute").
- 27.2. Once a Dispute has arisen, a party shall notify the other party of the Dispute, stating its position on the Dispute and a possible solution, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the Dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 90 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 27.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the donor is not a party to the Contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 90 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 27.4. Any Dispute not settled pursuant to Article 27.2. or Article 27.3. shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of commencement of the arbitration. The place of arbitration shall be Vienna, Austria and the language of arbitration shall be English. The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

#### **Article 28 Applicable law**

- 28.1. This Contract/purchase order shall be governed by and construed under the general principles of international commercial law and supplemented by the laws of the Republic of Austria.

#### **Article 29 Data protection**

- 29.1. Processing of personal data by ICMPD  
Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with ICMPD's rules on Data Protection, available on ICMPD's website. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract. The Contractor, or any other person whose personal data is processed in relation to this contract, has specific rights as a data subject, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability. Should the contractor or any other person whose personal data is processed in relation to this contract/purchase order have any queries concerning the processing of its personal data, it shall address itself to their ICMPD focal point. They may also address themselves to [data.protection@icmpd.org](mailto:data.protection@icmpd.org) to lodge a complaint or learn more about ICMPD's policies with respect to data protection.
- 29.2. Processing of personal data by the Contractor  
The processing of personal data by the Contractor shall meet the requirements of the general conditions and the ICMPD Data Protection Rules, which are based on the principles enshrined in the EU Data Protection Regulation (Regulation (EU) 2018/1725) and are available on ICMPD's website. The data shall be processed solely for the purposes set out by the contract/purchase order and under the guidance of the ICMPD focal point. The Contractor may act only on documented written instructions and under the supervision of the ICMPD focal point, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights. The Contractor shall immediately inform ICMPD if, in its opinion, an instruction infringes the ICMPD Data Protection Rules. The Contractor shall grant staff access to the data only to the extent strictly necessary for the implementation, management and monitoring of the Contract. The Contractor must ensure that staff authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 5.6 of these general conditions. The Contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:
- the pseudonymisation and encryption of personal data;
  - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
  - measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.
- The Contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the Contractor becomes aware of the breach. In such cases, the Contractor shall provide ICMPD with at least the following information:
- nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
  - likely consequences of the breach;
  - measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.
- The Contractor shall assist ICMPD in the fulfilment of its obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract. The Contractor shall inform the ICMPD focal point and [data.protection@icmpd.org](mailto:data.protection@icmpd.org) about such requests without delay. The Contractor shall further assist ICMPD to:
- ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
  - communicate a personal data breach without undue delay to the data subject, where applicable;
  - carry out data protection impact assessments and prior consultations, as necessary.
- The Contractor shall maintain a record of all data processing operations carried out on behalf of ICMPD, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties. The Contractor must make this available to ICMPD and its auditors upon request within 48 hours. The Contractor shall notify ICMPD without delay of any legally binding request for disclosure of the personal data processed on behalf of ICMPD made by any national public authority, including an authority from a third country. The Contractor may not give such access without the prior written authorisation of ICMPD. The duration of processing of personal data by the Contractor will not exceed the period referred to in Article 5.12 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete/destroy all personal data. For the purpose of Article 2 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the Contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of ICMPD, the Contractor shall provide a document providing evidence of this commitment.

#### **Article 30 Privileges and Immunities**

Nothing in or relating to the Contract, in particular the choice of applicable law, shall be deemed a waiver, express or implied, of any of the privileges and immunities of ICMPD, as an intergovernmental organisation under international law, including its subsidiary organs.