



GENERAL CONDITIONS FOR CONTRACTS FOR PURCHASE OF SERVICES

1.0 LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the International Criminal Court, hereinafter called the ICC. The Contractor's personnel and subcontractors shall not be considered in any respect as being the employees or agents of the ICC.

2.0 SOURCE OF INSTRUCTIONS

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, comply with the laws of the country or countries in which the contract is to be performed, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the contract, except with the prior written consent of the ICC.

5.0 ASSIGNMENT OF PERSONNEL

The Contractor shall not assign any personnel other than those referred to in the Contract for the performance of work in the field; the Contractor shall submit to the ICC for its consideration the curriculum vitae of any person the Contractor proposes to assign for such service.

6.0 REMOVAL OF PERSONNEL

Upon written request by the ICC, the Contractor shall withdraw from the field any personnel provided under this Contract and shall replace such personnel by others acceptable to the ICC, if the ICC so requests. All costs and additional expenses resulting from the replacement for whatever reason of any of the contractor's personnel shall be at the Contractor's expense. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract under the provisions of Article 20 of the General Conditions.

7.0 NON-EMPLOYMENT OF STAFF

The Contractor shall not while this Contract is in effect employ or consider the employment of ICC employees without the prior written approval of the ICC. The ICC shall act likewise with regard to the staff of the Contractor.

8.0 CONTRACTOR'S PERSONEL

The ICC Security Services Section will provide all reasonable access to the necessary areas and facilities as required for the implementation of all work required. In certain circumstances, the Contractor's staff may need to be escorted by the ICC Security and the Contractor agrees to abide by the Chief of Security's directions in this regard.

9.0 SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the ICC for all sub-contractors. The approval of the ICC of a sub-contractor shall not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract shall be subject to and conform with the provisions of the Contract.

10.0 OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of the ICC has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

11.0 INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the ICC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or subcontractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or subcontractors. The obligation under this Article does not lapse upon termination of the Contract.

12.0 INSURANCE AND LIABILITIES TO THIRD PARTIES

12.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

12.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

12.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate 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 services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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- 12.4** Except for the worker's compensation insurance, the insurance policies under this Article shall:
(a) Name the ICC as additional insured;
(b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the ICC;
(c) Provide that the ICC shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 12.5** The Contractor shall, upon request, provide the ICC with satisfactory evidence of the insurance required under this Article.
- 13.0 ENCUMBRANCES/LIENS**
- The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the ICC against any monies due or to become due for any work done or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor.
- 14.0 TITLE TO EQUIPMENT**
- Title to any equipment and supplies that may be furnished by the ICC shall rest with the ICC and any such equipment shall be returned to the ICC at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to the ICC, shall be in the condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate the ICC for equipment determined to be damaged or degraded beyond normal wear and tear.
- 15.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**
- The ICC shall be entitled to all intellectual property and other propriety rights including but not limited to patent, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relations to or are produced or prepared or collected in consequence of or in the course of the execution of the Contract. At the ICC'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 the ICC in compliance with the requirements of the applicable law.
- 16.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE ICC**
- Unless authorized in writing by the ICC, the Contractor shall not or otherwise make public the fact that it is performing, or has performed, services for the ICC, or use the name, emblem or official seal of the ICC or any abbreviation of the name of the ICC for advertising purposes or for any other purposes.
- 17.0 CONFIDENTIAL NATURE OF DOUCMENTS AND INFORMATION**
- 17.1** All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the ICC, shall be treated as confidential and shall be delivered only to the ICC authorized officials on completion of work under the Contract.
- 17.2** The Contractor can not communicate at any time to any other person, Government or authority external to the ICC, any information known to it by reason of its association with the ICC which has not been made public except with the authorization of the ICC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the Contract.
- 18.0 LANGUAGES**
- Except as may otherwise be specified in this Contract, the English language shall be used by the Contractor in all written communications to the ICC with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the work.
- 19.0 FORCE MAJEURE**
- 19.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the ICC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the ICC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the ICC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 19.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the ICC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 20, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 19.3** *Force majeure* as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 20.0 TERMINATION**
- 20.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 21.2 "Arbitration" below shall not be deemed a termination of this Contract.
- 20.2** The ICC may terminate forthwith this Contract at any time should the mandate or the funding of the mission be curtailed or terminated, in which case the Contractor shall be reimbursed by the ICC for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 20.3** In the event of any termination by the ICC under this Article, no payment shall be due from the ICC to the Contractor except for Goods satisfactorily delivered in conformity with the express terms of this Contract.
- 20.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the ICC may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the ICC of the occurrence of any of the above events.
- 21.0 SETTLEMENT OF DISPUTES**
- 21.1 Amicable Settlement**
- The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or

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the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

21.2 Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

22.0 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the ICC.

23.0 TAX EXEMPTION

23.1 According to (i) the Headquarters Agreement signed between the Kingdom of the Netherlands and the ICC, and more particularly its article 15, and (ii) the Agreement on Privileges and Immunities of the International Criminal Court, and more particularly its Article 8, the ICC, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the ICC exemption from such taxes, duties or charges, the Contractor shall immediately consult with the ICC to determine a mutually acceptable procedure.

23.2 Accordingly, the Contractor authorizes the ICC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the ICC before the payment thereof and the ICC has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the ICC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

24.0 OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

25.0 AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of the ICC, only the Registrar or her authorized representative possesses the authority to agree on behalf of the ICC to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the ICC unless provided by an amendment to this Contract signed by the Contractor and the Registrar or her authorized representative.

26.0 APPLICABLE LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the principles of international law and the ICC shall not be subject to national law nor submit to the jurisdiction of any national court.