FIDH INTERNATIONAL FEDERATION FOR HUMAN RIGHTS

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF SERVICES

The Contractor hereby accepts the following terms and conditions:

1. SCOPE AND APPLICABILITY
1.1 These General Terms and Conditions of Contract for the Purchase of Services (GTCCPS) apply to all services provided to the International Federation for Human Rights (FIDH), notwithstanding any conflicting, contrary, or additional terms appearing in any purchase order or other communication from the Contractor. No such terms shall be deemed accepted unless expressly confirmed in writing by FIDH.

2. Legal Status
2.1 The Contractor is considered an independent entity in relation to FIDH. The Contractor's personnel and subcontractors shall in no case be regarded as employees or agents of FIDH.

3. Source of Instructions
3.1 The Contractor shall neither seek nor accept instructions from any authority external to FIDH in connection with the performance of this Contract. The Contractor shall refrain from any action that may adversely affect FIDH and shall fulfill its obligations with due regard to the interests of FIDH.

4. Responsibility of the Contractor Regarding Employees
4.1 The Contractor is responsible for the professional and technical competence of its personnel and shall select reliable individuals who will perform their duties efficiently, respect local customs, and maintain high standards of moral and ethical conduct.

5. Compliance with Laws
5.1 The Contractor shall comply with all applicable laws, ordinances, rules, and regulations affecting its performance under this Contract.
5.2 The Contractor shall also ensure compliance by its staff and dependents with all applicable local laws and regulations in the host country.

6. Subcontracting
6.1 The Contractor may not subcontract any portion of the work without FIDH's prior written consent. Approval of a subcontractor by FIDH shall not relieve the Contractor of any of its obligations under this Contract.

7. Indemnification
7.1 The Contractor shall indemnify, hold harmless, and defend FIDH, its officers, agents, and employees against all claims, losses, damages, or liabilities arising from acts or omissions of the Contractor or its employees, agents, or subcontractors in connection with the execution of this Contract. This includes, without limitation, claims related to work injuries, product liability, or intellectual property infringement. These obligations shall survive the termination or expiration of this Contract.

8. Insurance
8.1 The Contractor shall maintain adequate insurance coverage for all risks associated with its property and equipment used under this Contract.

8.2 The Contractor shall maintain valid workers' compensation or equivalent insurance for its employees to cover claims arising from injury or death related to this Contract.

8.3 The Contractor shall also maintain general liability insurance in an amount sufficient to cover third-party claims for injury, death, or property damage arising from or related to the provision of services.

9. Liens and Encumbrances
9.1 The Contractor shall not cause or permit any lien, attachment, or encumbrance to be placed on any FIDH property or funds related to this Contract.

10. Title of Equipment
10.1 Title to any equipment or supplies provided by FIDH remains with FIDH and must be returned upon completion or termination of this Contract in the same condition, subject to normal wear and tear. The Contractor shall be liable for any loss or damage beyond normal use.

11. Intellectual Property
11.1 FIDH shall own all intellectual property rights, including but not limited to patents, copyrights, and trademarks, related to materials produced or collected in connection with this Contract. The Contractor shall take all necessary steps to assist in securing such rights for FIDH.

12. Publicity
12.1 The Contractor shall not advertise or publicly announce its relationship with FIDH without prior written approval. Use of FIDH's name or logo for any purpose is strictly prohibited.

13. Assignment and Insolvency
13.1 The Contractor shall not assign, transfer, pledge, or otherwise dispose of this Contract or any part thereof without FIDH's prior written consent.

13.2 If the Contractor becomes insolvent or undergoes a change of control due to insolvency, FIDH may terminate the Contract with written notice.

14. Confidentiality
14.1 All documents, reports, maps, drawings, photographs, and data compiled or received by the Contractor under this Contract are the property of FIDH and shall be treated as confidential.

14.2 The Contractor shall not disclose or use any confidential information obtained through its association with FIDH without prior authorization. These confidentiality obligations shall survive the termination of this Contract.

15. Amendments
15.1 No amendment or modification of this Contract shall be valid unless made in writing and signed by both parties.

16. Termination
16.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' written notice to the other party.

16.2 FIDH may terminate immediately if its mandate or funding is reduced or interrupted. The Contractor shall be reimbursed only for reasonable expenses incurred before notice of termination.

16.3 FIDH may terminate immediately if the Contractor fails to comply with the warranties under Article 20.

16.4 Upon termination, FIDH shall not be liable for payments except for satisfactorily performed services. The Contractor shall take immediate steps to minimize further costs.

17. FORCE MAJEURE
17.1 Force majeure refers to unforeseeable events beyond the control of the parties, including natural disasters, wars, epidemics, and civil unrest.

17.2 The Contractor shall notify FIDH in writing within one (1) week of such occurrence. FIDH may grant an extension or terminate the Contract as appropriate.

17.3 If performance becomes permanently impossible due to force majeure, FIDH may suspend or terminate the Contract with seven (7) days' notice.

17.4 Civil unrest or similar difficult working conditions shall not, by themselves, constitute force majeure.

18. Benefits to FIDH Employees
18.1 The Contractor guarantees that no FIDH employee has received or will receive any benefit or consideration arising from this Contract. Breach of this clause constitutes a material violation of the Contract.

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19. Audits and Controls
19.1 The Contractor shall allow any external auditor authorized by FIDH to review documents, perform site inspections, and conduct audits related to this Contract for up to seven (7) years after the final payment.

19.2 The Contractor shall also comply with donor or EU audit procedures related to fraud prevention and financial integrity.

19.3 The Contractor shall ensure that auditors have appropriate access to sites, information systems, and all financial and technical documents.

19.4 These audit rights shall extend equally to the Contractor's partners and subcontractors.

20. Rules of Origin and Nationality
20.1 If donor-imposed origin and nationality rules apply, the Contractor shall comply and be able to document and certify such origin and nationality.

20.2 Non-compliance may result in contract termination and recovery of losses by FIDH.

21. Disqualification Clause
21.1 The Contractor warrants that it is not in any of the situations listed below:

(a) being bankrupt or in liquidation, subject to insolvency proceedings, having entered into a preventive composition, having ceased its activities, being the subject of proceedings concerning such matters, or being in any similar situation resulting from a procedure of the same nature provided for under national laws and regulations;

(b) having been convicted by a final judgment for an offence relating to professional ethics;

(c) having been found guilty of grave professional misconduct proven by any means which the Contractor can justify;

(d) having failed to fulfil its obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which the Contractor is established, or of the Contractor's country, or of the country where the contract is to be performed;

(e) having been the subject of a final judgment for fraud, corruption, participation in a criminal organisation, or any other illegal activity detrimental to the financial interests of the Communities;

(f) currently being subject to an administrative sanction as referred to in section 2.3.5 of the Practical Guide to Contract Procedures for EU External Actions.

21.2 Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

(a) are in a situation of conflict of interest;

(b) are guilty of misrepresentation in supplying the information required by the Contractor as a condition for participating in the procurement procedure, or fail to supply such information.

22. SEVERABILITY
22.1 If any provision of these GCCAS is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision may be modified by such court in accordance with the law so as to give effect to the intention of the parties, and shall be enforceable as so modified. All other terms and conditions of these GCCAS shall remain in full force and effect and shall be interpreted in accordance with the modified provision.

23. Governing Law
23.1 Tous les contrats conclus entre les parties sont régis et interprétés conformément aux lois françaises, sans donner effet à un choix de loi ou à des dispositions en matière de conflit de lois.

24. RÈGLEMENT DES LITIGES
24.1 Les parties s'efforceront de régler à l'amiable tout litige, controverse ou réclamation découlant du présent contrat ou en rapport avec celui-ci, y compris tout litige concernant son existence, sa validité ou sa résiliation. Lorsque les parties souhaitent rechercher un tel règlement à l'amiable par la voie de la conciliation, celle-ci se déroulera conformément au Règlement de conciliation de la CNUDCI[1] alors en vigueur, ou selon toute autre procédure convenue entre les parties.

24.2 A moins qu'un différend, une controverse ou une réclamation entre les parties, découlant de ou en rapport avec le présent contrat ou sa violation, son existence, sa résiliation ou sa nullité, ne soit réglé à l'amiable en vertu du paragraphe précédent du présent article dans les soixante (60) jours suivant la réception par une partie de la demande de l'autre partie d'un tel règlement à l'amiable, ce différend, cette controverse ou cette réclamation sera soumis par l'une ou l'autre partie à un arbitrage conformément aux règles d'arbitrage de la CNUDCI actuellement en vigueur, y compris sa disposition sur la loi applicable. Le lieu de l'arbitrage sera Paris, en France, et la langue utilisée dans la procédure sera le Français. Le tribunal arbitral n'a pas le pouvoir d'accorder des dommages-intérêts punitifs. En outre, sauf disposition contraire expresse du présent contrat, le tribunal arbitral n'est pas habilité à accorder des intérêts. Les parties seront liées par toute sentence arbitrale rendue à la suite d'un tel arbitrage et comme étant le jugement final de tout litige, controverse ou réclamation.

[1] https://uncitral.un.org/fr