

GENERAL CONTRACT CONDITIONS FOR THE PURCHASE OF SERVICES

ANNEX D

The contractor accepts the following conditions:

1. SCOPE AND APPLICABILITY

1.1 These General Contract Conditions for the Acquisition of Services (GCCAS) apply to all deliveries of services made to FIDH, notwithstanding any contradictory, contrary, or additional conditions appearing in any purchase order or other communication from the contractor. No contradictory, contrary, or additional conditions shall be deemed accepted by us unless we expressly confirm our acceptance in writing.

2. LEGAL STATUS

2.1 The contractor is considered to have the legal status of an independent contractor vis-à-vis FIDH. The contractor's personnel and subcontractors are in no case considered employees or agents of FIDH.

3. SOURCE OF INSTRUCTIONS

3.1 The contractor shall not solicit or accept instructions from any authority external to FIDH in the performance of its services under this contract. The contractor shall refrain from any action that could harm FIDH and shall fulfill its commitments with the greatest regard for FIDH's interests.

4. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

4.1 The contractor is responsible for the professional and technical competence of its employees and shall select, for work under this contract, reliable persons who will efficiently perform their tasks in the execution of this contract, respect local customs, and conform to a high standard of moral and ethical conduct.

5. COMPLIANCE WITH THE LAW

5.1 The contractor must comply with all laws, ordinances, rules, and regulations affecting the performance of its obligations under this contract.

5.2 The contractor shall respect and comply with all local laws and regulations in force in the beneficiary country and shall ensure that its personnel, dependents, and local employees also respect and comply with all such laws and regulations.

6. SUBCONTRACTING

6.1 If the contractor uses the services of subcontractors, it must obtain prior written approval and authorization from FIDH for all subcontractors. Approval of a subcontractor by FIDH does not release the contractor from its obligations under this contract. The terms of any subcontract shall be subject to and in accordance with the provisions of this contract.

7. INDEMNIFICATION

7.1 The contractor shall indemnify, hold harmless, and defend, at its own expense, FIDH, its officers, agents, servants, and employees against any suit, claim, loss, damage, demand, and liability of any nature whatsoever, including their costs and expenses, arising from acts or omissions of the contractor, or its employees, agents, representatives, or subcontractors, in the performance of this contract. This provision extends, among other things, but is not limited to, claims and liability relating to workers' compensation, product liability, and liability arising from the use of patented inventions or devices, copyrighted material, or other intellectual property by the contractor, its employees, officers, agents, or subcontractors. The obligations under this article do not expire upon termination of this contract.

8. INSURANCE

8.1 The contractor must provide and maintain insurance against all risks concerning its property and any equipment used for the performance of this contract.

8.2 The contractor must take out and maintain workers' compensation insurance, or its equivalent, for its employees to cover claims for personal injury or death in connection with this contract.

8.3 The contractor must also take out and maintain third-party liability insurance of an adequate amount to cover claims for death or personal injury, or loss of or damage to property, arising from or related to the provision of services under this contract.

9. CHARGES/LIENS

9.1 The contractor shall not cause or permit any lien, attachment, or other charge to be registered or remain registered in any public office or in any FIDH file against any sum due or to become due for work performed or materials supplied under this contract, or by reason of any other claim or demand against the contractor.

10. TITLE TO EQUIPMENT

10.1 Title to equipment and supplies that may be provided by FIDH belongs to FIDH, and such equipment shall be returned to FIDH upon completion of this contract or when the contractor no longer needs it. Such equipment, when returned to FIDH, shall be in the same condition as when delivered to the contractor, subject to normal wear and tear. The contractor shall be liable to indemnify FIDH for equipment deemed damaged or degraded beyond normal wear and tear.

11. INTELLECTUAL PROPERTY

11.1 FIDH shall be entitled to all intellectual property rights and other proprietary rights, including but not limited to patents, copyrights, and trademarks, with respect to products, or documents and other materials directly related to the performance of this contract or produced, prepared, or collected as a result of or in the course of the performance of this contract. At FIDH's request, the contractor shall take all necessary steps, sign all required documents, and generally assist in obtaining such proprietary rights and transferring them to FIDH in accordance with the requirements of applicable law.

12. PUBLICITY

12.1 The Supplier shall not advertise or make public in any way the fact that it is a supplier to FIDH without FIDH's specific approval. The Supplier shall also not, in any way, use the name of FIDH, or any abbreviation thereof, in connection with its business or otherwise. Failure to comply with these conditions gives FIDH the right to terminate the Contract, or any part thereof, and to hold the Supplier liable for any damage FIDH has suffered as a result.

13. ASSIGNMENT AND INSOLVENCY

13.1 The contractor shall not assign, transfer, pledge, or otherwise dispose of this contract or any part thereof, or any right, claim, or obligation of the contractor under this contract, except with the prior written consent of FIDH.

13.2 If the contractor becomes insolvent or if control of the contractor changes due to insolvency, FIDH may, without prejudice to any other right or remedy, terminate this contract by giving the contractor written notice of termination.

14. CONFIDENTIALITY

14.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents, and other data compiled or received by the contractor under this contract are the property of FIDH, shall be treated confidentially, and shall be delivered only to authorized FIDH officials upon completion of the work provided for in this contract.

14.2 The contractor may not at any time communicate to any other person, government, or authority external to FIDH any information of which it has knowledge by reason of its association with FIDH and which has not been made public, except with the authorization of FIDH; nor may the contractor at any time use such information for its private advantage. These obligations do not expire upon termination of this contract.

15. AMENDMENTS

15.1 No change or modification to this contract shall be valid unless confirmed in writing by both parties.

16. TERMINATION

16.1 Either party may terminate this contract for cause, in whole or in part, upon thirty (30) days' prior written notice to the other party. The initiation of arbitration proceedings in accordance with Article 21 "Dispute Settlement" below shall not be considered a termination of this contract.

16.2 FIDH may terminate this contract immediately at any time if FIDH's mandate or funding is reduced or discontinued, in which case the contractor shall be reimbursed by FIDH for all reasonable costs incurred by the contractor prior to receipt of the notice of termination.

16.3 FIDH may at any time, with immediate effect, terminate the contract if the contractor fails to comply with the warranties set forth in Article 20.

16.4 In the event of termination by FIDH under this article, no payment shall be due from FIDH to the contractor except for work and services satisfactorily performed in accordance with the express terms of this contract. The contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize further losses and expenses.

17. FORCE MAJEURE

17.1 Force majeure, as used in this article, means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars (declared or undeclared), blockades, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, civil disturbances, explosions, and any other similar unforeseeable event beyond the control of the parties that cannot be overcome by reasonable diligence.

17.2 In the event of occurrence of a cause constituting force majeure, and as soon as possible, but no later than one (1) week thereafter, the contractor shall notify FIDH in writing, giving full details of such occurrence or change, if it is thereby rendered unable, in whole or in part, to perform its obligations and assume its responsibilities under this contract. The contractor shall also notify FIDH of any other change of conditions or occurrence of any event that interferes with or threatens to interfere with the performance of this contract. Upon receipt of the notice required under this article, FIDH shall take such action as it deems, in its sole discretion, appropriate or necessary in the circumstances,

including granting the contractor a reasonable extension of time for the performance of its obligations under this contract.

17.3 If, due to force majeure, the contractor is permanently unable, in whole or in part, to perform its obligations and assume its responsibilities under this contract, FIDH shall have the right to suspend or terminate this contract on the same terms as provided in Article 16, "Termination," except that the notice period shall be seven (7) days instead of thirty (30) days.

17.4 Notwithstanding any provision to the contrary in this contract, the contractor acknowledges that the work and services may be performed under difficult or hostile conditions caused by civil unrest. Accordingly, delays or failure to perform caused by events arising from or related to such civil unrest do not, in themselves, constitute force majeure under this contract.

18. EMPLOYEE BENEFITS

18.1 The contractor warrants that no employee of FIDH has been or will be admitted to receive or be offered by the contractor any direct or indirect benefit arising from this contract or its award. The contractor agrees that breach of this provision constitutes a breach of an essential condition of this contract.

19. CONTROLS AND AUDIT

19.1 The contractor permits any external auditor authorized by FIDH to verify, by examination of documents and production of copies thereof or by on-site inspection of original documents, the performance of the contract and to conduct a full audit if necessary, on the basis of supporting documents for accounts, accounting records, and any other document relevant to the project financing. The contractor ensures that on-site access is available at any reasonable time. The contractor ensures that information is readily available at the time of the inspection and, if requested, that data is delivered in an appropriate format. Such inspections may take place up to 7 years after the final payment.

19.2 In addition, the contractor shall permit any external auditor authorized by FIDH to perform the required verifications to carry out inspections and on-site verifications in accordance with the procedures defined by the donor or in European Union legislation for

the protection of the European Union's financial interests against fraud and other irregularities.

19.3 To this end, the contractor undertakes to give appropriate access to any external auditor authorized by FIDH performing the required verifications to the sites and locations where the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action, and to take all measures to facilitate their work. Access given to agents of any external auditor authorized by FIDH performing verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to public law obligations to which they are subject. Documents must be easily accessible and filed in such a way as to facilitate their examination, and the contractor must inform FIDH of their precise location.

19.4 The contractor warrants that the rights of any external auditor authorized by FIDH performing verifications as required to conduct audits, inspections, and verifications are also applicable, under the same conditions and according to the same rules as set out in this article, to the contractor's partners and subcontractors. Where a partner or subcontractor is an international organization, any verification agreement concluded between that organization and the donor shall apply.

20. ORIGIN AND NATIONALITY RULES

20.1 If origin and nationality rules are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, the contractor must adhere to these rules and be able to document and certify the origin of goods and the nationality of legal and natural persons as required.

20.2 Failure to comply with this obligation shall result, after formal notice, in termination of the contract, and FIDH shall be entitled to recover any loss from the contractor and shall not be required to make further payments to the contractor.

21. DISQUALIFICATION CLAUSE

21.1 The contractor warrants that it is not in any of the situations listed below:

(a) is in a state of bankruptcy or liquidation, is subject to judicial settlement proceedings, has entered into a preventive composition, has ceased its activities, is subject to

proceedings concerning these matters, or is in any analogous situation resulting from a similar procedure existing under national laws and regulations;

(b) has been convicted of an offense concerning professional conduct by a judgment having the force of res judicata;

(c) is guilty of grave professional misconduct proven by any means the contractor can justify;

(d) has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country where the contractor is established, or those of the contractor's country, or the country where the contract is to be performed;

(e) has been the subject of a judgment having the force of res judicata for fraud, corruption, involvement in a criminal organization, or any other illegal activity detrimental to the financial interests of the Communities;

(f) is currently subject to an administrative sanction 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 subject to a conflict of interest;

(b) are guilty of misrepresentation in supplying the information required by the contractor as a condition of participation 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, such provision may be modified by said court in accordance with the law to give effect to the intention of the parties and shall be enforced as modified. All other terms and conditions of these GCCAS shall remain in full force and effect and shall be construed in accordance with the modified provision.

23. GOVERNING LAW

23.1 All contracts concluded between the parties are governed by and construed in accordance with French law, without giving effect to any choice of law or conflict of law provisions.

24. DISPUTE SETTLEMENT

24.1 The parties shall endeavor to settle amicably any dispute, controversy, or claim arising out of or relating to this contract, including any dispute concerning its existence, validity, or termination. 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 in force, or according to any other procedure agreed upon between the parties.

24.2 Unless any dispute, controversy, or claim between the parties arising out of or in connection with this Agreement, or its breach, existence, termination, or invalidity, is settled amicably pursuant to the preceding paragraph of this Article within sixty (60) days following receipt by one party of the other party's request for such amicable settlement, such dispute, controversy, or claim shall be submitted by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then in force, including its provisions on applicable law. The place of arbitration shall be Paris, France, and the language to be used in the proceedings shall be French. The arbitral tribunal shall have no authority to award punitive damages. Furthermore, unless expressly otherwise provided in this Agreement, the arbitral tribunal shall not be empowered to award interest. The parties shall be bound by any arbitral award rendered as a result of such arbitration as the final judgment of any such dispute, controversy, or claim.