

IFRC GENERAL TERMS AND CONDITIONS FOR ALL SERVICE CONTRACTS

1. LEGAL STATUS

The Service Provider shall be considered as having the legal status of an independent Service Provider. Agents or employees of the Service Provider shall not be considered in any respect as being employed or in any manner officials or staff members of the IFRC.

2. ASSIGNMENT OF PERSONNEL

The Service Provider shall not assign any persons other than those accepted in writing by the IFRC for work performed under this contract.

3. OBLIGATIONS

The Service Provider and all individuals assigned by it to perform Services under this contract:

- (a) Shall neither seek nor accept instructions from any authority external to the IFRC in connection with the performance of its/their Services under this contract.
- (b) Shall refrain from any action which may adversely affect the IFRC and shall fulfil its/their commitments with the fullest regard for the interests of the IFRC.
- (c) Shall assure compliance with all applicable laws of the country where the Service Provider is registered as well as those in which the activities are performed.
- (d) Ensure that all duties are conducted with integrity, free from any taint of dishonesty, fraudulent activity, as defined under this contract, and that all persons are respected equally without any distinction or discrimination based on nationality, race, gender, religious beliefs, class or political opinions.
- (e) Shall not advertise or otherwise utilize to its/their advantage the fact that it is or has been a Service Provider with the IFRC.
- (f) Shall not, in any manner whatsoever use the name, emblem, logo or official seal of the IFRC or any abbreviation of the name of the IFRC in connection with its business or otherwise, except as required for the fulfilment of its contractual duties hereunder and then only with the express prior written approval of the IFRC Secretary General or his/her designate.
- (g) Shall not communicate at any time to any other person (legal or natural), Government, National Society or authority external to the IFRC any information known to it/them by reason of its/their association with the IFRC which has not been made public, except in the course of their duties or authorised by the IFRC Secretary General or his/her designate; nor shall Service Providers or assigned individuals at any time use such information to its/their private advantage.
- (h) When performing the Services on IFRC premises or at any location when representing the IFRC, shall act in a manner consistent with the values of the International Red Cross and Red Crescent Movement. The Service Provider acknowledges and accepts that any violation of these rules of conduct by it or any individual assigned by it to perform the Services on its behalf shall be considered a breach of an essential term of this contract.
- (i) The obligations set out in sub-clauses (e), (f) and (g) above shall continue upon expiration or termination of this contract with the IFRC.

4. REPRESENTATIONS AND WARRANTIES

The Service Provider represents and warrants:

- (a) It is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof.
- (b) It complies with internationally agreed core labour standards, e.g. 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 exploitative child labour.

- (c) It is not engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including the requirement that children be protected from performing any work that is likely to be hazardous, to interfere with their education, or to be harmful to their health and development.
- (d) It respects the basic social rights and working conditions of its employees, servants, agents and sub-contractors if any.
- (e) There are no material claims or allegations outstanding against the Service Provider that might adversely affect the IFRC or its reputation.
- (f) The Company is not a terrorist organisation, nor does it finance or otherwise assist directly or indirectly
- (g) in the commission of terrorist acts by any individual or entity designated by the UN Security Council, pursuant to Security Council Resolution 1267 (1999) and 1989 (2011) or any other terrorism-related resolutions.

5. TITLE RIGHTS

- (a) During the term of this contract, the Service Provider shall disclose to the IFRC all ideas, inventions, business plans or any other materials developed by it during the term of this contract as a consequence of the Services provided to the IFRC by the Service Provider.
- (b) The IFRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the Services provided to the IFRC by the Service Provider. At the request of the IFRC, the Service Provider shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the IFRC in compliance with the requirements of applicable law.
- (c) All materials prepared as well as all data collected and processed in the course of the Service Provider's work for the IFRC is the property of the IFRC. Such information cannot be used by the Service Provider for any purpose, other than that agreed under the terms of this contract, without the prior written approval of the IFRC Secretary General or his/her designate.
- (d) Title to any equipment and supplies which may be furnished by the IFRC shall rest with the IFRC and any such equipment shall be returned to the IFRC as soon as possible, when no longer needed by the Service Provider. In any event, all equipment and supplies must be returned to the IFRC upon the termination or expiration of this contract. Such equipment, when returned to the IFRC, shall be in the same condition as when delivered to the Service Provider, subject to normal wear and tear. The Service Provider bears all responsibility for lost or damaged equipment and supplies.

6. TAX EXEMPTION

The Service Provider's fee shall reflect any tax exemption to which the IFRC is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included invoiced are not required to be paid, the IFRC shall deduct the amount from the service fee or, if it has paid any such taxes, it shall be refunded by the Service Provider.

7. DELAY

Without prejudice to clause 11.3 below, if the Services have not been completed during the agreed time period, any additional costs or damages incurred by the IFRC due to such delay may be withheld from any amounts owed to the Service Provider.

8. USE OF NAME AND LOGO

- (a) The Parties maintain sole authority over their respective names and logos (the "Signs"). The Service Provider is not authorized under this contract to make use of the IFRC's Signs, other than as explicitly agreed in writing by the IFRC.
- (b) Notwithstanding any other provision of this contract, it is clearly understood that any violation of this clause is grounds for immediate termination of this contract.

9. SAFEGUARDING

9.1 General principles

- 9.1.1 The Service Provider shall prevent, report and respond to harm or abuse, including all forms of sexual exploitation, abuse, and harassment (SEAH) of the persons and communities the IFRC serves and works with and take appropriate remedial action in the event of allegations and/or harm incidents are committed by its employees, contractors, suppliers and all third Parties with which it will work in implementing this Agreement ("Safeguarding"). Safeguarding violations include SEAH; physical or mental violence of any nature; abuse or exploitation of children (including of a sexual nature); discrimination; and generation, production, distribution, storage, and/or use of pornography or any other sexually explicit material.
- 9.1.2 The Service Provider acknowledges and agrees that it shall comply with the guiding principles set forth in the following IFRC Policies ("IFRC Safeguarding Policies"):
- 9.1.3 The Service Provider acknowledges and agrees that it shall comply with the guiding principles set forth in the following IFRC Policies ("[IFRC Safeguarding Policies](#)"):
- i. Section 2.3 of the [IFRC Secretariat Policy on Child Safeguarding](#) (the "Child Safeguarding Policy"),
 - ii. Sections 4.1 to 4.7 of the [IFRC Secretariat Policy on Prevention and Response to Sexual Exploitation and Abuse](#) (the "PSEA Policy"), and
 - iii. Sections 1.2-1.4 of the [IFRC Secretariat Policy on the Prevention and Response to Workplace Harassment and Discrimination](#) (the "Harassment and Discrimination Policy").
- 9.1.4 The Service Provider accepts that the following constitutes sexual misconduct and is strictly prohibited:
- i. Sexual activity with any person under the age of 18 years, regardless of the age of majority or consent locally.
 - ii. Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour.
 - iii. Any sexual relationship between those providing humanitarian assistance and/or protection and a person benefiting from such humanitarian assistance and/or protection that involves improper use of rank or position.
 - iv. Generation, production, distribution, storage, and/or use (such as accessing or viewing) of pornography or any other sexually explicit material (including but not limited to images, photographs, and videos).
- 9.1.5 The Service Provider must not require its employees, consultants, interns, volunteers, suppliers and all third Parties with which it will work in implementing this Agreement (hereinafter "Personnel and those of Associated Parties") to sign confidentiality agreements which prevent them from reporting allegations of Safeguarding violation.

9.2 Implementation

- 9.2.1 The Service Provider shall:
- i. ensure that it has adequate rules, policies, and procedures in place to promote Safeguarding and enhance the protection of fundamental rights of persons and communities the IFRC serves and works with, including but not limited to women and children;
 - ii. not exploit child labour and shall respect basic social rights and applicable labour laws (including around working conditions) in all countries in which it works. The Service Provider shall follow local and international standards for harmful, exploitative and dangerous work involving children. If the local and international standards are not the same in the country in which the services are being provided, whichever standard has a higher age of employment shall be used;
 - iii. ensure that it has adequate rules and systems in place to address allegations of Safeguarding violations;
 - iv. take all necessary steps to ensure that its Personnel and those of Associated Parties are aware of and comply with all provisions in this Section related to Safeguarding;

- v. investigate or contract with a third party to investigate and, using fair and proper procedures and a victim/survivor-centred approach, take appropriate action where it has reasonable grounds to believe that any member of its Personnel and/or those of Associated Parties providing services in connection with this Framework Agreement may be in breach of its own Safeguarding policies or the Principles set out in the IFRC Safeguarding Policies. The Service Provider may take interim protective measures in response to any credible Safeguarding allegation and/or may, with the consent of the survivor or victim, refer the case to local authorities;
 - vi. notify the IFRC, within 72 hours of receipt, of any credible allegation of Safeguarding violation involving its Personnel and/or those of Associated Parties where the matter has the potential to materially affect the relationship between the Parties, relates to IFRC funding or projects, or presents a high reputational risk for either the IFRC or the International Red Cross and Red Crescent Movement. Such notification shall be done through the IFRC's Integrity Line (<https://ifrc.integrityline.org>), or by sending an email to speakup@ifrc.integrityline.org. The notification should indicate, as available and applicable, the following: nature, date, and location of the alleged misconduct; date of first report to the Service Provider; age and gender of the victim/survivor; alleged involvement of its Personnel and those of Associated Parties; current status of the investigation; actions related to support the victim/survivor; interim or mitigating measures; actions that will be taken by the Service Provider; and whether the case has been referred to local authorities. The Service Provider shall thereafter provide regular updates on the status of the case; and
 - vii. inform the IFRC of all action and/or measures taken, including the findings of the investigation(s), any subsequent disciplinary process, and any imposed sanction(s).
- 9.2.2 The IFRC reserves the right to carry out its own investigation concerning such allegations. The Service Provider shall provide its full and timely cooperation with any investigation. Such cooperation shall include, but shall not be limited to, the Service Provider's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and under reasonable conditions and to grant to the IFRC access to the Service Provider's premises at reasonable times and under reasonable conditions. The IFRC will treat any personal, sensitive and/or confidential data with the utmost care, in accordance its [Policy on the Protection of Personal Data](#).
- 9.2.3 The Service Provider acknowledges that all provisions related to Safeguarding constitute an essential element of this Framework Agreement and any breach entitles the IFRC to terminate immediately this Framework Agreement, without any liability.
- 9.2.4 The IFRC reserves the right to institute legal proceedings, including assignment of claims to its donors and/or referral to relevant local authorities, in connection with any allegation of Safeguarding violation.

10. DATA PROTECTION

- 10.1 In general, the Service Provider is expected to treat any personal data that it processes as a result of the applicable contract in compliance with applicable data protection and privacy laws. In the event that there are no applicable laws in the country (or countries) of performance of the contract, then the IFRC [Policy on the Protection of Personal Data](#) shall serve as the outline for the Service Provider's obligations. Those obligations include, but are not limited to:
- 10.1.1 Personal Data may only be used for the purposes of fulfilling this contract, and more generally according to instructions of IFRC when it acts as the Data Controller;
 - 10.1.2 A legal/legitimate basis (or bases) shall be identified for all processing operations;
 - 10.1.3 Personal Data processing shall only be done so far as the data used and the means of processing consider the principles of proportionality, data accuracy and minimization;
 - 10.1.4 The Service Provider shall ensure (where it acts as a Data Controller), that adequate and understandable information about Personal Data processing and any related rights shall be provided to data subjects.
- 10.2 Additional details on the Service Provider's commitments to data protection and on the IFRC's handling of your data are found here: <https://www.ifrc.org/document/data-protection-statement->

11. FRAUD AND CORRUPTION PREVENTION AND RESPONSE

11.1 The Service Provider shall:

- (a) maintain appropriate standards of conduct and control mechanisms to minimise the risk of conflicts of interest, fraudulent or corrupt conduct, collusive, coercive or obstructive practices, diversion, or any other misuse of funds (“fraudulent activity”) among its employees, contractors, suppliers and any other third parties involved with providing the Services. It shall also ensure it has adequate reporting mechanisms and systems in place to address allegations of fraudulent activity;
- (b) investigate and take rapid action in response to any credible allegation of fraudulent activity related to this contract, in accordance with applicable rules, regulations, policies and laws;
- (c) notify the IFRC, as soon as possible, of any credible allegation of fraudulent activity involving its Personnel and/or those of Associated Parties where the matter has the potential to materially affect the relationship between the Parties, relates to IFRC funding or projects, or presents a high reputational risk for either the IFRC or the International Red Cross and Red Crescent Movement. Such notification shall be done through the IFRC’s Integrity Line (<https://ifrc.integrityline.org>), or by sending an email to speakup@ifrc.integrityline.org;
- (d) inform the IFRC of all action and/or measures taken, including the findings of the investigation(s), any subsequent disciplinary process, and any imposed sanction(s); and
- (e) repay to the IFRC any funds which are found to have been misused, diverted or involved in fraudulent activity. The IFRC reserves the right to institute legal proceedings, including assignment of claims to its donors and/or referral to relevant local authorities, with regards to any fraudulent activity allegations.

11.2 The IFRC reserves the right to carry out its own investigation concerning such allegations. The Service Provider shall provide its full and timely cooperation with any investigations, audits, financial reviews, desk reviews, on-the spot checks or inspections. Such cooperation shall include, but shall not be limited to, the Service Provider’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and under reasonable conditions and to grant to the IFRC access to the Service Provider’s premises at reasonable times and under reasonable conditions.

11.3 The Service Provider acknowledges that all provisions related to this section constitute an essential element of this contract and any breach entitles the IFRC to terminate immediately this contract, without any liability.

12. TERMINATION OF CONTRACT

- (a) This contract may be terminated at any time by either Party before the expiry date of the contract by giving written notice to the other Party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.
- (b) This contract may be terminated by the IFRC with immediate effect at any time if the Service Provider has breached any of its contractual obligations with the IFRC or if in the reasonable opinion of the IFRC the Service Provider has brought or is reasonably likely to bring the International Red Cross and Red Crescent Movement’s reputation into disrepute.
- (c) In the event of the contract being terminated prior to its due expiry date in this way, the Service Provider shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of the IFRC up to the effective date of termination. Where all or part of the service fee has been paid in advance to the Service Provider, the Service Provider shall reimburse the IFRC pro rata for any advance service fee covering the remainder of the term of the contract, as from the effective date of termination. Additional costs or damages incurred by the IFRC resulting from the termination of the contract by the Service Provider or by the IFRC in accordance with para (b) above, may be withheld from any amount otherwise due to the Service Provider by the IFRC.

13. BANKRUPTCY

Should the Service Provider file any petition for bankruptcy, or should the Service Provider make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Service Provider's insolvency, the IFRC may under the terms of this contract, terminate the same forthwith by giving the Service Provider written notice of such termination.

14. FORCE MAJEURE

- (a) Force Majeure as used herein shall mean any event or condition, not existing as of the date of signature of this contract, not reasonably foreseeable as of such date and not reasonably within the control of either Party, which prevents in whole or in material part the performance of the obligations under this contract, in spite of all due diligence. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion.
- (b) As soon as possible after the occurrence of the force majeure and within not more than seven (7) days, the IFRC or the Service Provider shall give notice and full particulars in writing to the other Party of such force majeure, if it is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this contract. The Party receiving the notification shall then have the right to terminate the contract by giving in writing seven (7) days' notice of termination to the other Party, and the Service Provider shall return any deposit paid by the IFRC.

15. INDEMNIFICATION AND INSURANCE

- (a) The Service Provider shall indemnify, hold harmless and defend at its own expense the IFRC, its officers, agents, employees and volunteers from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Service Provider or its employees in the performance of this contract.
- (b) The Service Provider shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate insurance and furnish proof to the satisfaction of the IFRC of adequate liability insurance (including, as relevant, employers liability insurance, comprehensive general liability insurance, automobile liability insurance and professional liability insurance). The Service Provider shall further provide such health and medical insurance for its agents or employees as the Service Provider may consider advisable.

16. LIABILITY

The Service Provider is expected to fulfil its obligations under this contract in a professional and competent manner. The Service Provider shall be liable for any loss or damage suffered by the IFRC as a result of the Service Provider breaching its obligations under this contract including the obligation to provide Services in a professional and competent manner. This liability is not restricted to cases where negligence can be proved and covers both direct and indirect losses.

17. OFFICIALS NOT TO BENEFIT

The Service Provider represents and warrants that no official of the IFRC has been, or shall be, admitted by the Service Provider to any direct or indirect benefit arising from this contract or the award thereof. The Service Provider agrees that breach of this provision is a breach of an essential term of this contract.

18. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this contract shall be made except by prior written agreement between the Service Provider and the IFRC's authorised representative. The Service Provider shall not assign, transfer, pledge, sub-contract or make other disposition of this contract or any part thereof, or of any the Service Provider's rights, claims or obligations under this contract except with the prior written consent of the IFRC.

19. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, that is not amicably settled by the Parties within one (1) month shall be settled by arbitration to the exclusion of the jurisdiction of local courts.

The arbitration shall be held in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules at present in force of which the Parties have taken due notice. The language of arbitration shall be English and the place of arbitration Geneva, Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall be binding and final.

20. GOVERNING LAW

This contract shall be governed by Swiss law.

21. IFRC PRIVILEGES AND IMMUNITIES

Nothing in or relating to this contract shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the International Federation of Red Cross and Red Crescent Societies.

22. ELECTRONIC SIGNATURES AND COUNTERPARTS

- (a) The Parties agree that this contract may be signed electronically and that the electronic signatures appearing on it have the same value as handwritten signatures for the purposes of validity, enforceability and admissibility.
- (b) This contract may be executed in counterparts, each of which when executed will be deemed an original, and such counterparts together will constitute one instrument.