ANNEX 1

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GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS

The present General Terms and Conditions for the Procurement of Goods (hereinafter referred to as "General Terms and Conditions") set forth the general terms and conditions applicable to any Contract for Goods (Purchase Order) or Framework Agreement for Goods issued by IDLO (the "Contract").

1. GENERAL STANDARDS OF PERFORMANCE

(a) The Contractor shall execute the contract with due diligence and efficiency, conform to a high standard of moral and ethical conduct and in accordance with best professional practices. The Goods should be provided with full regard to expediency and quality.

(b) The Contractor shall keep accurate and systematic records of its work.

(c) The Contractor shall promptly furnish IDLO with any such information relating to the Goods as IDLO may reasonably request.

(d) The Contractor shall comply with any order given by the Coordinator and shall keep the Coordinator informed of all developments with regard to the provision of the Goods.

(e) Time shall be of the essence for delivery of all Goods.

(f) The Contractor shall respect and abide by all applicable laws, ordinances, rules, and regulations in force in the partner country bearing upon the performance of its obligations under the terms of the Contract. The Contractor shall further ensure that its personnel also respect and abide by all such laws, ordinances, rules and regulations.

(g) The Contractor acknowledges and agrees that the Contract shall be performed in the location(s) indicated in the Contract. Any delays or failure to perform contractual obligations as a result of the general conditions inherent to such location(s) shall not in itself constitute force majeure under Article 25 of these General Terms and Conditions.

(h) Under no circumstances shall the Contractor infringe intellectual property rights of a third party in the provision of the Goods.

(i) If the Contractor will execute the Contract as part of a joint venture or consortium, it must so notify IDLO. The composition or constitution of the joint venture or consortium shall not be altered without prior written consent of IDLO. Documentation of the joint venture or consortium, including any contracts outlining the legal or other relationships between the members of the joint venture or consortium, must be provided to IDLO upon its request. Regardless of the status of the joint venture or consortium the Contractor shall be bound with respect to the obligations under the Contract and shall be liable for performance of the Contract in accordance with its terms.

(j) IDLO reserves the right to require original receipts. It also reserves the right to audit

the Contractor's accounts and records in the event that it has a good faith reason to believe that the Contractor has acted in violation of the IDLO Supplier Code of Conduct and/or applicable law and the Contractor shall cooperate to the maximum extent possible in any such investigation.

2. PERSONNEL

(a) Nothing contained herein shall be construed as establishing or creating between IDLO and the Contractor the relationship of employer and employee or principal and agent. The Contractor agrees that the position of the Contractor is that of an independent Contractor.

(b) As the Contractor has legal status independent of IDLO, it shall be solely responsible for the professional and technical competence of its employees, officials, agents and representatives (hereinafter referred to as the "Contractor's Personnel") and/or subcontractors and will select, for work under the Contract, reliable and competent individuals who shall perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

(c) Should IDLO determine that an individual employed or subcontracted by the Contractor has violated these standards or the terms of the Contract, IDLO shall so inform the Contractor, who will, if requested by IDLO, take immediate steps to remove said individual from work under this Contract, without prejudice to its requirement for satisfactory completion of said work.

(d) IDLO reserves the right to choose the personnel or the personnel seniority level for the provision

(e) The Contractor's Personnel:

(i) shall comply with all the terms and obligations of the Contract;

(ii) shall not be considered in any respect as being employees, consultants, agents or affiliates of IDLO;

(iii) shall not have any power to commit IDLO in respect of any obligation or expenditure whatsoever; and

(iv) where applicable, shall comply with IDLO security protocol or guidance from IDLO security staff.

3. SOURCE OF INSTRUCTIONS

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

4. PACKING

(a) The Contractor will pack the goods with appropriate materials and with due care, in

accordance with the normal commercial standards of packing for this type of merchandise (i.e. standard commercial practice). Such packing materials used must be adequate to safeguard the Goods while in transit.

(b) The Goods shall be packed and marked in a proper manner and in accordance with the instructions stipulated in the Contract, any statutory requirements and any requirements of the transporters and manufacturers. In particular, the Goods shall be marked with the Contract for Goods (Purchase Order) or Work Order number issued by IDLO (if applicable), the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. A document containing, at a minimum, the description of the Goods (including accessories and attached spare parts) and its main sub-element, the user manual in English, and the maintenance and repair manual in English, shall also be provided with the Goods (as relevant).

(c) All packaging materials shall be considered non-returnable and shall be destroyed.

(d) The Contractor shall be responsible for any damage or loss resulting from faulty or inadequate packing.

5. DELIVERY AND SUPERVISION

(a) The Contractor shall provide the Goods at the place specified in the Contract, and within the delivery period stipulated in the Contract. All manuals (including for installation, service, maintenance and repair), instructions, warranties, and any other information relevant to the Goods shall be in English, unless otherwise stipulated in the Contract. All warranties must be valid, regardless of language. Notwithstanding any term used in this Contract, risk of loss, damage to, or destruction of the Goods shall be borne by the Contractor until IDLO takes physical delivery of the Goods in accordance with the terms of the Contract.

(b) The IDLO Coordinator, as defined in the Contract, shall oversee the Contractor's delivery of the Goods and verify that the Contractor carries out the tasks specified in this Contract and in accordance with the Contract.

(c) In case of any impediment which may result in the Contractor not abiding by the terms of the Contract, the Contractor shall immediately notify the Coordinator; such notification shall not release the Contractor from fulfilling its obligations under the Contract. IDLO may, at its discretion, accept deviations from the terms of the Contract without prejudice to any other rights and remedies set forth herein. Any deviations shall only be approved by IDLO in writing.

6. TRANSPORT AND FREIGHT

Unless otherwise stipulated, transport arrangements shall be undertaken by the Contractor, which shall be responsible for payment of freight and insurance costs of the Goods from the Contractor to the delivery address stipulated in the Contract.

7. EXPORT AND IMPORT LICENSES

(a) If any export license or any other governmental authorization is required for the export of Goods, it shall be the obligation of the Contractor to obtain any such license or governmental authorization. Subject to and without waiver of its privileges and immunities as an intergovernmental organization, IDLO may to the extent possible facilitate the provision of such license or governmental authorization. In the event of failure to obtain such a license or authorization within a reasonable time, IDLO may declare the Contract or a particular Contract for Goods (Purchase Order) or Work Order invalid.

(b) If any import license or any other governmental authorization is required for the import of Goods, it shall be the obligation of the Contractor to obtain any such license or governmental authorization. Subject to and without waiver of its privileges and immunities as an intergovernmental organization, IDLO may to the extent possible facilitate the provision of such license or governmental authorization.

8. CUSTOMS CLEARANCE

The Contractor shall be responsible for customs clearance into the country of receipt of the Goods. Subject to and without waiver of its privileges and immunities as an intergovernmental organization, IDLO may to the extent possible facilitate the provision of such clearance.

9. INSPECTION AND ACCEPTANCE

(a) IDLO shall have the right, before payment, to conduct an inspection of the Goods ordered under this Contract on the premises of the Contractor, during manufacture, in the places of shipment, during transport, or upon delivery at the destination identified in the Contract, and the Contractor shall provide, when possible, all facilities for any such inspection. IDLO may issue a written waiver of examination at its own discretion. Inspections carried out by the representatives of IDLO or any waiver thereof shall not prejudice the implementation of other relevant provisions of the Contract concerning obligations assumed by the Contractor including technical specifications.

(b) In the case of Goods ordered on the basis of specifications forming part of the Contract, an acceptance inspection shall always be carried out by IDLO upon receipt of the Goods to ensure their conformity with the specifications by IDLO. Goods not expressly accepted will be deemed as rejected. Written notice of acceptance or rejection of the Goods shall be promptly transmitted to the Contractor. If IDLO does not exercise its right to terminate the Contract, IDLO may postpone any payment due to the Contractor for such rejected Goods until replacement by accepted Goods. Unless within a reasonable time of receipt of notice of rejection the Contractor collects the rejected Goods, IDLO may dispose of them as IDLO shall deem fit.

(c) IDLO shall bear the expenses of such inspections as mentioned in paragraphs (a) and (b) above.

(d) In case of rejection of the Goods, where IDLO allows, the Contractor shall make every

effort to provide Goods conforming to the requirements of the Contract. In such case, a new inspection may be carried out by IDLO. The Contractor shall bear the expenses of such an inspection.

10. PAYMENT

(a) Unless expressly stipulated otherwise in the Contract, IDLO shall make payment by means of a bank remittance within thirty (30) days of the later of (1) receiving an invoice and corresponding documents as specified in the Contract, and (2) acceptance of the Goods by IDLO.

(b) The price of the Goods shall be firm for the entire duration of the Contract and as stated in the Contract, and may not be increased, except by the express written agreement of IDLO.

(c) IDLO shall not pay any charge for late payment unless this has been expressly agreed to in writing.

(d) IDLO shall not be responsible for any gains or losses as a result of currency conversion.

(e) Payment shall not be made for Goods that have not been accepted as provided for in Article 9 of these General Terms and Conditions. Payment alone by IDLO shall not be deemed to be acceptance of Goods.

(f) Advance payment shall only be made if expressly authorized by IDLO in the Contract and only where normal commercial practice or the interests of IDLO so require.

11. TAXES

(a) The Contractor shall be responsible for the payment of taxes, charges or other levies, if any, with respect to compensation or other payments received from IDLO.

(b) Consistent with its status as an intergovernmental organization, IDLO should in principle be exempt from taxation, charges and other levies, including value added tax (VAT).

(c) In countries where IDLO is exempt from taxation, including from value added tax (VAT), the Contractor shall, in principle, not charge VAT and shall be responsible for the payment of all other applicable taxes, charges, or other levies. With regard to VAT, different arrangements may be required in specific countries.

(d) In countries where IDLO is not exempt from taxation, the Contractor shall include all taxes due by IDLO under the applicable legislation of such countries in the price.

12. TITLE

The Contractor guarantees that the Goods supplied by it are unencumbered by any third party's proprietary rights. Title to any Goods shall pass to IDLO upon its acceptance of the Goods.

13. TITLE TO EQUIPMENT SUPPLIED BY IDLO

Title to any equipment and supplies that may be furnished by IDLO shall rest with IDLO and any such equipment shall be returned to IDLO upon termination of the Contract, when no longer needed by the Contractor or when requested by IDLO. Such equipment, when returned to IDLO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall compensate IDLO for equipment determined to be damaged or degraded beyond normal wear and tear.

14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

(a) The Contractor guarantees that the Goods provided by it are unencumbered by any third party's proprietary rights, including in relation to pre-existing rights.

(b) All intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to the deliverables, products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract, shall be irrevocably and fully vested in IDLO. At IDLO'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 IDLO.

(c) This provision covers all territories worldwide and shall continue in full force after the separation or termination of the contractual relationship between the Contractor and IDLO until the term of protection afforded by the applicable Intellectual Property laws expires, unless otherwise stipulated by IDLO and the Contractor. The Contractor agrees that any use of materials developed while under contract with IDLO shall not be used subsequent to the termination of this Contract with IDLO without IDLO's express written permission.

15. CONFIDENTIALITY

(a) The Contractor is required to exercise the utmost discretion during the performance of the Contract. The Contractor may not communicate to any other person, government, or authority external to IDLO any information known to it by reason of its contractual relationship with IDLO which has not previously been made public, except with the written authorization of IDLO. Nor shall the Contractor at any time use such information to private advantage.

(b) The Contractor shall be liable for any breach of confidentiality or any indirect disclosure that could harm the interests of IDLO. The extent of any such liability shall be directly proportional to the extent of the damage caused.

(c) All documents, papers, reports, notes, correspondence, maps, drawings, diagrams, visual demonstrations, concepts, ideas, photographs, mosaics, plans, drafts, recommendations, estimates and all other data compiled by or received by the Contractor under this Contract in oral, written, graphic, electronic, or any other form or medium whatsoever, shall be the property of IDLO, unless otherwise stipulated, and shall be treated as confidential, and shall be delivered only to the Coordinator. The Contractor shall not retain copies of such documents and data, and shall not use them

for purposes unrelated to the Contract without prior written consent of IDLO.

(d) The Contractor, as well as any of its employees or any person acting on behalf of the Contractor, shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by IDLO.

16. DATA PROTECTION

(a) Any personal data collected, stored, or transferred by IDLO in connection with this Contract will be processed for the purpose of the performance, management and monitoring of this Contract by IDLO and for any other related and compatible purpose, pursuant to the IDLO Personal Data Protection Policy (the "Policy", https://www.idlo.int/about-idlo/transparency-and-accountability).

(b) Pursuant to the Policy, Data Subjects have the right of access to their personal data and the right to rectify any such data. If Data Subjects have any queries concerning the processing of personal data, they may address them to IDLO (email: dataprotection@idlo.int). Data Subjects who believe their right to data protection under the Policy has been infringed may pursue redress according to article 7.2 of the Policy.

(c) Where the Contract requires processing personal data, the Contractor may act only under the supervision of the data controller and shall adopt appropriate technical and organizational security measures necessary to preserve the integrity of any personal data provided by IDLO and limit access to and use of such data to that necessary for the performance, management and monitoring of this Contract. The Contractor shall report to IDLO on any disclosure of such personal data to external parties and any data breach impacting the Contractor.

17. ADVERTISING

Unless authorized in writing by IDLO, the Contractor shall not advertise or otherwise make public the fact it is supplying Goods to IDLO. The Contractor shall not use the name, emblem, or official seal of IDLO or any abbreviation of the name of IDLO for advertising or for any other promotional purpose.

18. STANDARDS OF CONDUCT

(a) The Contractor shall respect fundamental social and human rights.

(b) The Contractor shall abide by the IDLO Supplier Code of Conduct and observe the principles of the IDLO Anti-Corruption and Anti-Fraud Policy.

(c) No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution. IDLO does not charge fees at any stage of the procurement or contracting process, whether for supplier registration, bids/proposal submission, contract/agreement award, or payment issuance.

(d) The Contractor hereby confirms that neither it, its staff, nor any other recipients of funds under this Contract, have engaged in, or will engage in, any of the following activities:

(i) support or funding, directly or indirectly, of any drug trafficking or terrorism related activities or any individuals or entities associated with terrorism;

(ii) any practice inconsistent with the rights set forth in the Convention on the Rights of the Child; or

(iii) sexual exploitation, abuse or harassment, or exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or engaging in any sexual activities that are exploitive or degrading to any person. The Contractor shall also take all appropriate measures to prevent such activities. For the purposes of this Contract, sexual activity with any person less than eighteen (18) years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person.

(e) The Contractor warrants that no official or employee of IDLO has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof.

(f) The Contractor warrants that neither it, its staff, nor any other recipients of funds under this Contract, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union.

(g) The Contractor warrants that neither it, nor any individual working for the Contractor, including agents or sub-contractors, have offered or will offer third parties or seek, accept or be promised from or by third parties, for themselves or for any other party, any gift, remuneration, compensation or profit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.

(h) The Contractor acknowledges and agrees that the provisions of this Article constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle IDLO to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Notwithstanding the foregoing, IDLO reserves its right to bring any direct action against the Contractor.

19. CONFLICT OF INTEREST

The Contractor shall take all necessary measures to prevent any situation that could compromise or negatively affect the impartial and objective performance of the Contract. Any such conflict of interest which may arise at the time of entering into the Contract or during the execution of the Contract shall be notified to IDLO without delay. A conflict of interest can arise in particular as a result of economic or political interest, family connection, or any other relevant connection or shared interest.

20. SUB-CONTRACTING

(a) The Contractor shall not, without the prior and express written approval of IDLO, assign,

transfer, pledge, or make other disposition of this Contract or any part thereof, or any of the Contractor's rights or obligations arising out of the Contract to third parties or sub-contract any part of the work required under this Contract to third parties.

(b) Any authorized sub-contract must be in writing.

(c) In the event that IDLO authorizes the Contractor to sub-contract part or all of the obligations under the Contract to third parties, the Contractor shall nonetheless remain bound by its obligations to IDLO under the Contract.

(d) The Contractor shall be required to include in any sub-contract provisions enabling IDLO to enjoy the same rights and guarantees in relation to subcontractors as it enjoys in relation to the Contractor. However, the Contractor shall insert no language in any subcontract asserting or implying a direct relationship between IDLO and said subcontractor.

(e) The terms of any sub-contract shall nonetheless be subject to the provisions of this Contract.

21. INSURANCE

(a) During the period of execution of and performance under the Contract, the Contractor shall insure against all risks or loss, damage or injury caused by the Contractor, the Contractor's Personnel, or by any person acting on behalf of the Contractor.

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

(c) The Contractor shall maintain all appropriate worker's compensation insurance, or its equivalent, with respect to its employees or subcontractors to cover claims for personal injury or death in connection with this Contract.

(d) The Contractor shall also 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 the Goods or the operation of vehicles, boats, airplanes, or other equipment owned or leased by the Contractor or the Contractor's Personnel or subcontractors performing work or services in connection with this Contract.

(e) The Contractor shall have sole responsibility for the consequences of a total or partial lack of insurance coverage.

(f) The Contractor shall, upon IDLO's request, provide IDLO with satisfactory evidence of the insurance required under this Article.

22. WARRANTY

(a) The Contractor warrants that it is appropriately licensed to conduct business in the place of performance and is not the subject to any investigation or claim that could adversely affect Contract implementation.

(b) The Contractor warrants that the Goods are:

(i) new, unused and free from defects in design, workmanship or materials;

(ii) of the quality, quantity, and description required by the Contract; and

(iii) free from any right or claim of a third party, including rights or claims based on copyright, patent, or other industrial or intellectual property rights.

(c) The Contractor warrants that the Goods including packaging conform to the specifications for the Goods ordered under this Contract are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Contractor by IDLO.

(d) The Contractor warrants and certifies that it will repair or replace, without expenses to IDLO, any components or Goods which prove to be defective in design, workmanship, or materials within the period of the warranty from the date of receipt of satisfactory delivery by IDLO.

(e) For the Goods ordered, the Contractor shall maintain reasonably constituted services to handle requests from IDLO for technical assistance on maintenance, service, repairs, and overhaul of the Goods.

(f) Breach of this warranty may result in Contract termination as allowed for in this Contract, and/or result in the Contractor being blacklisted from the IDLO supplier database or other databases to which IDLO subscribes or contributes.

23. DELAY IN IMPLEMENTATION

(a) Without prejudice to Article 21 and Article 26, if the Contractor fails to provide the requested Goods within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day of delay in the provision and delivery of the Goods.

(b) IDLO may, at its discretion, accept deviations from the deadline specified in the Contract, without prejudice to any other rights and remedies, and deduct from the price stipulated in the Contract for the outstanding balance, as penalties, a sum equivalent to 0.5% per day for each day of delay, not including weekends or public holidays in the location of performance, up to a maximum of 10% of the contractual price of the delayed Goods.

(c) After the period set forth in paragraph (b) above, IDLO may terminate the Contract without incurring any liability for termination charges or any other liability of any kind by notice given in writing, or terminate the deliveries of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind.

24. TERMINATION

(a) Termination of part of the delivery of Goods:

Without prejudice to the provisions on force majeure in these General Terms and Conditions, if the Contractor fails to provide any or all of the Goods fully in accordance with the terms and conditions of the Contract, including the time period

specified, IDLO may, by notice given in writing, terminate the performance of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind. In case payments were made in advance, the Contractor shall reimburse IDLO for Goods fully or partially not provided.

(b) Termination of Contract for breach by the Contractor:

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and to demand the payment of any sums already paid to the Contractor, if the Contractor is in breach of its obligations under the Contract.

(c) Termination of Contract in other cases of failure by the Contractor:

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and to demand the payment of any sums already paid to the Contractor, if any of the following cases is established:

(i) the Contractor ceases to practice his profession or carry out his business wholly or for a large part; or

(ii) the Contractor submits false, materially inaccurate, or incomplete information; or

(iii) the Contractor offers incentives, inducements, or other benefit to any IDLO employees; or

(iv) the Contractor does not deliver or delivers unsatisfactorily the Goods; or

(v) the Contractor applies for a moratorium or applies to be declared insolvent, is granted a moratorium or declared insolvent, is declared bankrupt or offers a settlement in lieu of bankruptcy; or

(vi) the property of the Contractor is attached; or

(vii) to the extent the Contractor is not a natural person and loses its status as a legal person, is wound up, or in actual fact is liquidated.

The Contractor shall immediately inform IDLO of the occurrence of any of the above-referenced events.

(d) Obligations and rights relating to termination for breach or failure by the Contractor:

(i) In the event of a breach under paragraph (b) above or a failure under paragraph (c) above, the Contractor shall be bound to compensate IDLO for all damage, costs, and loss of interest, including all amounts due until the original termination date of the Contract, as well as all costs incurred by IDLO in legal and non-legal proceedings, including those for legal assistance, as a consequence of having to terminate the Contract. IDLO shall have the right to withhold any amount due under the present Article from any amount otherwise due to the Contractor from IDLO under this or any other contract. The provisions set forth in the present Article do not exclude the right of IDLO to exercise other legal rights, including its right to impose liquidated damages or to demand payment or compensation for damages.

(ii) In such cases, IDLO may procure the Goods from other sources and may hold the Contractor liable for any excess cost occasioned thereby, and IDLO shall have the right to cancel any scheduled delivery or part thereof.

(iii) IDLO, at its own discretion, is legally entitled to carry out itself or to have carried

out any contractual obligation for which the Contractor is in default, at the full expense and risk of the Contractor.

(e) Termination of Contract at the initiative of the Contractor:

The Contractor may terminate the Contract for cause with thirty (30) days' written notice. The Contractor shall be entitled to pro-rata payment for any Goods delivered prior to such termination.

(f) Termination of Contract at the initiative of IDLO:

IDLO may terminate the Contract for any reason with thirty (30) days' written notice. Upon receipt of notice of termination by IDLO, the Contractor shall take immediate steps to bring the work or service to a close in a prompt and orderly manner. The Contractor shall reduce expenses to a minimum and shall not undertake any further commitments under the Contract from the date of receipt of such a notice. The Contractor shall be entitled to pro-rata payment for any Goods delivered prior to such termination.

25. FORCE MAJEURE

(a) Force majeure as used herein means any unforeseeable and irresistible act, event or circumstances arising from causes beyond the control and without the fault or negligence of either Party to the Contract that renders a Party unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. Such acts, events or circumstances shall include, but are not limited to: acts of terrorism; wars (whether declared or not declared) or invasions; insurrections, riots or civil disturbances; blockades, embargoes, sanctions or currency and trade restrictions; acts of State, laws or regulation; plague, epidemics, natural disaster or extreme natural event (such as landslides, earthquakes, storms, lightning, floods and washouts); or explosions, fire destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy.

(b) Neither Party shall be considered in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by force majeure which arises after the date when the Contract enters into force.

(c) If either Party considers that force majeure affecting the performance of its obligations has occurred, it shall promptly notify the other party (the "Other Party"), giving full particulars in writing, including its probable duration and its effect on the Party's ability to perform. On receipt of this notice, the Other Party shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including: granting a reasonable extension of time; suspending contractual or other corresponding obligations for a reasonable period of time; or termination of the Contract under the terms and conditions provided for in Article 24. A Party shall only be relieved from liability for non-performance of its obligations once the existence of force majeure has been agreed by the Other Party, which shall not unreasonably deny it.

26. LIABILITY AND INDEMNITY

(a) IDLO shall not under any circumstances or for any reason whatsoever be held liable for loss, damage or injury sustained by the Contractor or by any person acting on behalf of the Contractor, including sub-contractors, during the performance of the Contract. IDLO shall not accept any claim for compensation or repairs in respect of such damage.

(b) The Contractor shall indemnify, protect and defend, at its own expense, IDLO and its agents and employees from and against any and all actions, claims, losses or damages arising out of acts or omissions of the Contractor, sub-contractors or the Contractor's and sub-contractor's Personnel in and relating to the performance of the Contract, including with respect to third parties. In particular, the Contractor shall indemnify, protect and defend, at its own expense, IDLO and its agents and employees from and against:

(i) any action or proceeding based upon a claim that the Goods, or part thereof, constitute an infringement of any patent, registered design or copyright and the Contractor shall pay all damages and costs awarded against IDLO flowing from any such action or proceeding. However, in case there is found to be an infringement, the Contractor shall, at its own expense, either procure for IDLO the right to continue using the Goods or modify them so they become non-infringing, or, with the approval of IDLO, remove said Goods and refund the order price, the transportation and the installation costs to IDLO; and

(ii) all actions, suits, claims, demands, losses, charges, costs and expenses that IDLO may suffer or incur as a result of, or in connection with, any breach of this Contract, including, but not limited to, third party claims regarding ownership of the Goods.

27. NON-WAIVER OF RIGHTS

Failure of, or delay by, IDLO in the exercise of any rights or remedies provided by the Contract shall not be deemed a waiver of any rights of IDLO and shall not release the Contractor from fulfilling its obligations.

28. AMENDMENTS AND ADDITIONS TO THE CONTRACT

(a) IDLO and Contractor personnel named or identified in the Contract are subject to change at any time without necessitating an amendment to the Contract. The other Party shall be notified of any changes in writing as soon as practicable.

(b) All other provisions of the Contract and the Annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by the authorized representatives of the Parties.

29. PRIVILEGES AND IMMUNITIES

Nothing contained in the Contract or any course of dealing between the Parties shall be deemed a waiver, express or implied, of any privilege or immunity that IDLO enjoys as an

international intergovernmental organization. In addition, nothing contained in the Contract or relating thereto shall confer any privilege or immunity on the Contractor or on the Contractor's Personnel.

30. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

(a) Given IDLO's status as an intergovernmental organization, the Parties expressly agree that their rights and obligations under the Contract shall be governed first by the terms and conditions of the Contract, and second by the general principles of international law, to the exclusion of any single national system of law.

(b) Except as otherwise provided in the Contract, any dispute between the Parties concerning the interpretation and performance of this Contract shall be settled amicably by negotiation.

(c) If the dispute cannot be settled in accordance with paragraph (b) above, the matter shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL Rules") in effect on the date of commencement of the arbitration. The number of arbitrators shall be one and the sole arbitrator shall be nominated by the Parties. In the absence of agreement on the appointment of the arbitrator, the appointing authority for the arbitrator shall be the Secretary-General of the Permanent Court of Arbitration in The Hague. The forum of the arbitration shall be Rome, Italy. The language of the arbitration shall be English, and all stages of the proceedings shall be confidential. Each Party shall be responsible for the costs of its own representation and participation in the arbitration, but the costs of the arbitration itself shall be shared equally. Any arbitration award shall be final and binding on the Parties. The sole arbitrator shall have no authority to award punitive damages. All notices served in respect of settlement of disputes by way of arbitration shall be sent by registered mail and email. The initiation of arbitral proceedings shall not be deemed per se a termination of this Contract.

31. PUBLICATION OF CONTRACTS

The Contractor acknowledges and agrees that IDLO may publish a list of contractors to which contracts are awarded, including an indication of the subject and value of the contracts awarded.

32. CONTRACT LANGUAGE

Should this Contract be executed in any other language in addition to the English language, in case of discrepancy, the English version shall be treated as authoritative.

33. CONTRACT EXECUTION

(a) This Contract, including any amendments, may be executed in counterparts which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and scanned, photographed or PDF counterpart

signatures by authorized representatives delivered by email or other means of electronic transmission will be sufficient to evidence execution. In such cases, IDLO may require the Contractor to execute and provide it an original signed Contract or other proof of authorization or authentication.

(b) The Contractor expressly consents to the use of any procedures for delivery and acceptance of electronic signatures that have been or may be established by IDLO and agrees in that context that the electronic signature by the Contractor or IDLO shall be treated the same as a handwritten signature and shall be treated as valid and legally binding.