General Conditions of Contract

DANISH REFUGEE COUNCIL

Contractor (including staff and employees unless otherwise designated below) agrees to the following General Conditions:

1. SCOPE AND APPLICABILITY

These General Conditions of Contract apply to the procurement of all goods and services to the Danish Refugee Council ("DRC") from Contractor. DRC and Contractor shall each be referred to as a "Party" or jointly as "Parties" hereunder. These General Conditions of Contract form an integral part of the Contract between DRC and Contractor and may be supplemented by terms and conditions in a purchase order or a separate contract ("Contract") issued to the Contractor. This version issued on 1 December 2021 supersedes all previous editions. No other terms and conditions shall be deemed accepted by DRC unless and until DRC expressly confirms its acceptance in writing. In the following, "Agreement" refers to the contract between DRC and a Contracting Authority, e.g. a donor.

2. LEGAL STATUS OF THE PARTIES

Contractor shall be considered as having the legal status of an independent contractor in relation to DRC. Contractor's named personnel, staff, and any sub-contractors shall not be considered in any respect as being employees or agents of DRC and shall have no right to receive any employee benefits provided by DRC to its employees. Contractor shall not be considered a partner of DRC and shall not hold itself out as such.

3. CONTRACTOR'S DUTY OF CARE

Contractor acknowledges and shall take all reasonable steps to ensure the health, safety, and security of Contractor's staff and employees. This duty of care is the sole responsibility of Contractor and Contractor agrees to indemnify DRC from any action arising from any breach of this duty of care.

4. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs, and conform to the highest standard of moral and ethical conduct. Contractor acknowledges that all work within the scope of the Contract shall be performed with all necessary skill, care, diligence, efficiency and economy to satisfy generally accepted professional standards.

5. ASSIGNMENT

Contractor shall not assign, transfer, pledge, or make other disposition of the Contract or any part of it, or any of Contractor's rights, claims or obligations under the Contract except with the prior written consent of DRC. Nothing in the Contract or these General Conditions shall prevent the assignment by DRC of the Contract or any right, duty, or obligation hereunder to any third party.

6. SUB-CONTRACTING

6.1 In the event Contractor requires the services of sub-contractors, Contractor shall obtain the prior written approval of DRC for all sub-contractors, which shall not be unreasonably withheld.

6.2 The terms of any sub-contract shall be subject to and conform with the terms of the Contract. The approval or rejection by DRC of a sub-contractor shall not entitle Contractor to claim any delays in the performance of the Contract, nor relieve Contractor of any of its obligations under the Contract.

6.3 DRC may require Contractor to terminate a sub-contract where the acts or omissions of the relevant sub-contractor would have given rise to DRC's right of termination of the Contract pursuant to Clause 21 "Termination" or if there is a change of control of an agreed sub-contractor.

6.4 Despite Contractor's right to sub-contract pursuant to this Clause, Contractor shall remain responsible for all acts and omissions of any sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were Contractor's own.

7. PURCHASE OF GOODS

If the Contract involves the purchase of goods by DRC, whether in whole or in part, and unless specifically stated otherwise in the Contract, then all goods shall be delivered DDP (INCOTERMS 2020) to the agreed place of delivery by the delivery date as stated in the Contract unless otherwise agreed.

8. NON-PERFORMANCE OF CONTRACT

8.1 In the event Contractor fails to deliver all or part of the goods or services by the agreed delivery dates, DRC may, after giving Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

8.1.1 procure all or part of the goods or services from other sources, in which event DRC may hold Contractor responsible for any additional costs beyond the balance of the Contract price resulting from any such procurement, including the costs of engaging in such procurement;

8.1.2 refuse to accept late delivery of all or part of such goods or services;

8.1.3 deduct from the payment or payments due to Contractor, a sum equivalent to 0.2% of the Purchase Order price per day up to a maximum deduction of 10% of the contract price (the "liquidated damages"); and/or

8.1.4 declare the Contract void or terminate the Contract for the part not delivered.

8.2 DRC shall not be liable for any cost incurred by Contractor in connection with the goods or services that have been procured and not delivered or any other remedy expenses incurred by Contractor.

8.3 DRC shall have the right to reject the goods or services or any part of them if they do not conform with the specifications of the Contract. In the event of a rejection and unless otherwise specified in the Contract:

8.3.1 to the extent the Contract relates to goods and it is not possible to restore the required functionality of the goods or parts thereof, Contractor shall, at the discretion of DRC either replace the defective or non-conforming goods or provide an alternative solution and reduce the Contract price accordingly or return the goods or parts thereof and reimburse any payments made by DRC under the Contract. The cost of repairing, replacing, or returning the goods shall be borne by Contractor. Payment for the goods under Clause 9 shall not be deemed an acceptance; or

8.3.2 to the extent the contract relates to services, Contractor shall take corrective action against the services provided at no cost to DRC. Any services corrected by Contractor shall be subject to this Clause to the same extent as work initially performed. If Contractor fails or refuses to take corrective action, DRC may, by contract or otherwise, correct or replace with similar services and charge to Contractor the cost occasioned to DRC, or make an equitable adjustment in the contract price.

9. PAYMENT

9.1 Unless otherwise agreed by the parties, and subject to the remainder of this clause, DRC will pay NET 30 days upon receipt of an invoice for delivery of goods, services or works.

9.2 In consideration of all work and services provided by Contractor within the scope of the Contract, Contractor will be paid the Fees in arrears in accordance with agreed time schedule, which shall specify whether such payment is on a time input (fee based) basis or a fixed fee (global price) basis or a combination of both. Clause 9.3 shall apply if Contractor provides any work or services on a time input basis. Clause 9.4 shall apply if Contractor provides any work or services on a fixed fee basis. The remainder of Clause 9 shall apply in either case.

9.3 Where Contractor's work and services are provided on a *time input basis*:

9.3.1 Contractor shall be paid Fees at the rates specified in agreed time schedule, which are calculated on the basis of an eight (8) hour working day or as otherwise specified in the Contract;

9.3.2 named personnel shall also be required to complete and submit an original duly signed Time Sheet for approval at the end of each calendar month in support of Contractor's invoices.

9.3.3 payment will be made against verified original invoices and Time Sheets submitted by Contractor to DRC within 30 days from receipt.

9.4 Where Contractor's work and services are provided on a *fixed fee basis*, the total fees shall be the amount(s) set out in agreed time schedule:

9.4.1 if the fee is payable in instalments, payment of each instalment shall be conditional on your achieving the corresponding milestone/deliverable;

9.4.2 payment will be made upon approval by DRC of a completed milestone/deliverable, and receipt of verified original invoice submitted by Contractor to DRC within 30 days of receipt.

9.5 In the event that DRC disputes any part of Contractor's invoice, DRC shall communicate such disputes in writing to the Contractor in a timely fashion in order to resolve the dispute.

9.6 DRC undertakes to pay the undisputed part of the invoice in accordance with the agreed payment terms.

9.7 DRC shall be entitled to deduct from any fees (and other sums) due to Contractor any monies that Contractor may owe to DRC at any time.

9.8 Where indicated in agreed time schedule, DRC may withhold such amount(s) from fee payments to Contractor pending final approval and payment for Contractor's work and services.

9.9 Contractor's invoices must be issued in the full legal name of Contractor. Invoices issued in any other name shall only be paid at DRC's sole discretion.

9.10 Authority to incur and reimbursement of expenses will be subject to DRC's prior approval or in accordance with agreed Contract budget. Incurred expenses will only be reimbursed at cost and based on production of original receipts. Any expenses claimed should be shown in the original currency in which they were paid.

9.11 It is Contractor's responsibility to satisfy any relevant taxation (including VAT) or social security regulations applicable to Contractor and Contractor's employee's and Contractor's provision of work and services and Contractor warrants hereby that it has done and will continue to do so properly. If DRC is required by any applicable law (as determined in its discretion, acting in good faith) to make any deductions or withholding in respect of tax from payments to Contractor, Contractor hereby authorises DRC to make such a deduction and pay such amount to the relevant tax authority.

9.12 Payments made pursuant to this Clause are subject to the satisfactory performance by Contractor and its employees of work and services under the Contract. Contractor agrees to repay DRC any charges, costs, claims or penalties incurred by DRC as a result of any material failure on the part of Contractor or its employees to perform the work and services under the Contract to a reasonable standard or any other

material breach of the Contract. For the purpose of this Clause 9.12, Contractor shall be entitled to rely on any applicable limitation or exclusion on which DRC would be able to rely under the Agreement.

9.13 Contractor's days and hours of work shall be fixed on the basis of local laws and customs and the requirements of the Contract. Travel days for mobilisation and demobilisation, as well as for any personal leave periods (for whatever reason) shall not be treated as payable working days, unless otherwise agreed in the Contract.

9.14 Prior to payment, Contractor shall present signed Waybills/Packing List showing delivery has been made or signed, Certificate of Completion of Services or any other means of verification agreed upon in the Contract, whichever is applicable.

9.15 The total contract price shall be the sole remuneration owed by DRC to Contractor under the Contract and shall not be subject to revision or variation.

10. COMPLETION OF CONTRACT

The Contract shall be considered complete when all terms and conditions have been complied with by the Parties and the Parties have discharged all reciprocal obligations. If the Contract is valid for a limited period of time, the expiration of the period of validity in itself shall not relieve any Party of completing obligations still pending at the date of expiration.

11. WARRANTIES

11.1 If the Contract involves the purchase of goods:

Contractor warrants upon delivery and for a period of twenty four (24) months from the date of delivery that goods purchased under the Contract will conform in all material aspects to the applicable manufacturer's specifications for such goods and will be new and unused, free from material defects in quality, material, and design under normal use, and free from any right of claim by any third party, including claims of infringement of any intellectual property rights; and

11.1.1 the warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than Contractor.

11.2 If the Contract involves providing services:

11.2.1 Contractor warrants that all services provided under the Contract will, at the time of acceptance, be free of defects in quality and conform to the requirements of the Contract.

11.2.2 Contractor represents and warrants to DRC that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of the Contract or which will interfere with the performance of providing the services.

11.2.3 Contractor warrants that all information (including details of qualifications and/or experience, as well as any security vetting responses required in connection with the Contract) provided by Contractor and Named Personnel to DRC is wholly true and accurate and can be evidenced by Contractor immediately upon DRC's request;

11.3 Contractor warrants that breach of any of the above warranties in this Clause 11 by Contractor shall constitute a material breach of this Contract and grounds for termination.

12. INDEMNIFICATION

12.1 Contractor shall reimburse DRC for all costs, losses, damages, liabilities, expenses, and/or claims brought against DRC by third parties arising out of:

12.1.1 acts or omissions of Contractor, its employees and/or sub-contractors in the performance of the Contract, including claims that relate to workmen's compensation;

12.1.2 defective products; and

12.1.3 any claims arising out of the unauthorised use of inventions or devices, copyrighted material or other intellectual property provided by the Contractor under the Contract. The responsibility of Contractor under this Clause shall not be limited by or subject to any terms of Contractor's insurances.

13. INSURANCE AND LIABILITY

13.1 Contractor shall provide and maintain the following insurance for the duration of the Contract, including any extensions:

13.2 Insurance against all risks in respect of its property and any equipment used for carrying out the Contract.

13.3 Workmen's compensation insurance with respect to its employees to cover claims for personal injury, disability or death in connection with the Contract.

13.4 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 implementation of the Contract. Contractor shall ensure that the same applies to it agents, employees or sub-contractors performing work or services in connection with the Contract.

13.5 Medical, dental, or repatriation costs incurred as a result of any accident or illness sustained by employees of Contractor during or arising from the performance of any work or services under the Contract or any associated travel.

13.6 When applicable, Contractor shall be responsible for providing its own professional liability insurance with coverage equal to the value of services provided under the Subcontract Agreement, unless otherwise stated in the Contract.

13.7 Contractor shall, upon request, provide DRC with satisfactory evidence of the insurance required under this Clause.

14. ENCUMBRANCES AND LIENS

Contractor shall not create or allow to be created by any person any lien, security or other encumbrance against any monies due or that may become due for any work done or goods or materials supplied under the Contract or by reason of any other claim or demand against Contractor.

15. EQUIPMENT FURNISHED BY DRC TO CONTRACTOR

Title to any equipment and supplies that may be provided by DRC to Contractor for the performance of any obligations under the Contract shall remain with DRC, and any such equipment shall be returned to DRC at the conclusion of the

Contract or when no longer needed by Contractor. Such equipment, when returned to DRC, shall be in the same condition as when delivered to Contractor, subject to normal wear and tear, and Contractor shall be liable to compensate DRC for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

16.1 Except as is otherwise expressly provided in writing in the Contract, DRC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks with regard to products, processes, inventions, ideas, know-how, or documents and other materials which Contractor has developed for DRC under the Contract and which bear a direct relation to or are produced, prepared, or collected in consequence of, or during the course of, the performance of the Contract. Contractor acknowledges and agrees that such products, documents, and other materials constitute works made for hire for DRC.

16.2 If any such intellectual property or other proprietary rights consist of any such rights of the Contractor that pre-existed the performance by Contractor of its obligations under the Contractor that Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, DRC does not and shall not claim any ownership interest thereto, and Contractor grants to DRC a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

17. PUBLICITY AND USE OF NAME OR OFFICIAL LOGO OF DRC

Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill the contents of this Contract or that it has a contractual relationship with DRC, nor shall Contractor in any manner whatsoever use the name or official logo of DRC, or any abbreviation of the name of DRC in connection with its business or otherwise without the prior written permission of DRC.

18. CONFIDENTIALITY

18.1 All information relating to the Parties' business, affairs, products, trade secrets, know-how, personnel, customers, and suppliers which may reasonably be regarded as confidential information (irrespective of the format or medium) shall hereinafter be referred to as "Confidential Information". The Parties' undertake not to disclose, either directly or indirectly any Confidential Information the Parties' may acquire in any manner and the Parties' further undertake to use all Confidential Information disclosed to the Parties' exclusively for the provision of the goods and/or services under the Contract.

18.2 The provisions of this Clause shall not apply to the Parties in respect of any information which:

18.2.1 is available to the public otherwise than through any act or default of the Parties;

18.2.2 is disclosed to the Parties as a matter of right by a third party; and/or

18.2.3 is developed by the Parties independent of the disclosure of Confidential Information by either of the Parties.

18.3 The Parties acknowledge that a violation of this Clause would cause immediate and irreparable harm to the Parties for which money damages would be inadequate. Therefore, either of the Parties will be entitled to relief for either of the Parties' breach of any of its obligations under this Clause without proof of actual damages.

19. IT SECURITY AND DATA PROTECTION

19.1 During the performance of services under the Contract, Contractor and DRC shall use the latest versions of industry-accepted anti-virus software to check for and delete malicious software from any assets used in connection with the Contract.

19.2 Contractor and DRC warrants and represents that they will process data that identifies a person in accordance with the European Union's General Data Protection Regulation ("GDPR") (Regulation (EU) 2016/679) and the Danish Data Protection Act (Law No 502 of 23 May 2018), together with any extra or updating legislation that impacts the GDPR and any rules or regulations that are issued by authorities that are responsible for supervising the GDPR.

20. FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS

20.1 In the event of any cause constituting force majeure, Contractor shall promptly give written notice to DRC describing the cause, the impact and the possible delay due to such force majeure, if Contractor is thereby rendered unable, wholly or in part, to perform its obligations under the Contract, including any possible period of delay. Contractor shall also notify DRC of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices, DRC shall take such action as it reasonably considers appropriate or necessary in the circumstances, including the granting to Contractor of a reasonable extension of time in which to perform any obligations under the Contract.

20.2 If Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations under the Contract, DRC shall have the right to suspend or cancel the Contract on the same terms and conditions as are provided for in Clause 21, "Termination," except that the period of notice shall be seven (7) calendar days instead of thirty (30) calendar days. In any case, DRC shall be entitled to consider Contractor unable to perform its obligations under the Contract in case Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) calendar days.

20.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, strikes, blockades or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of Contractor. Contractor acknowledges and agrees that, with respect to any obligations under the Contract that Contractor shall perform in areas in which DRC is engaged in, preparing to engage in, or disengaging from any humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

21. TERMINATION

21.1 Termination without cause will be the sole right of DRC. In the event of termination without cause on the part of Contractor, DRC may terminate this Contract by giving Contractor thirty (30) days' notice in writing at any time.

21.1.1 In the case of Subcontract Agreements: DRC may terminate on written notice in the event that Contracting Authority requests the withdrawal of Contractor or any named personnel's services. Should the Agreement between DRC and Contracting Authority permit, Contractor may be entitled to respond in writing to any request by Contracting Authority to terminate Contractor's services.

21.2 Either Party may terminate the Contract for cause, in whole or in part. The initiation of arbitral proceedings in accordance with Clause 25.2 below, shall not be deemed a termination of the Contract.

21.3 Termination for cause: Without limitation, DRC may by written notice immediately terminate this Contract without prejudice to any other right or remedy it may have under these conditions or liability to make any further payment (other than in respect to amounts duly accrued prior to the termination date) if Contractor or Named Personnel:

21.3.1 are in serious or repeated breach or non-observance of any of the terms of the Contract, or are incompetent or negligent in the provision of services or goods under the Contract;

21.3.2 fail or refuse to provide to DRC's satisfaction, services or goods reasonably required of Contractor (in which case DRC may complete services or goods at Contractor's cost);

21.3.3 be adjudged bankrupt, or be liquidated or become insolvent, or should Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of Contractor (Contractor shall immediately inform DRC of the occurrence of any of the above events);

21.3.4 are guilty of fraud, unethical practices, gross misconduct or act of any manner which (in the reasonable opinion of DRC) is materially averse to the interests of DRC or the performance of the Contract;

21.3.5 fail to obtain all permits, licenses and/or authorisations as required under this Contract within a reasonable time after the signature of the Contract. Depending on the nature and scope of the Contract, DRC may declare the Contract voided or terminate the Contract for the part not performed;

21.3.6 is, or is likely to be, prevented or delayed by illness, injury, or otherwise from providing the services under the Contract for a period of more than fifteen (15) days, DRC reserves the right to terminate this Contract on written notice (does not apply to contracts for goods);

21.3.7 is in non-compliance of General Conditions' Essential Terms Clauses 30 – 46;

21.3.8 has breached the requirements of the GDPR (Clause 19.2);

21.3.9 In the event that DRC's mandate or funding be curtailed or terminated, DRC may terminate the Contract on thirty (30) days written notice, unless otherwise stated in the Contract.

21.4 Consequences of termination: In the event that grounds for Contract termination arise, DRC reserves the right to, at its own option:

21.4.1 in the event of unsatisfactory performance under the Contract, have the work performed under DRC's direct responsibility, in which case Contractor shall be obliged to pay all additional costs arising for DRC;

21.4.2 have the work performed by way of a replacement contract with a third party, in which case Contractor shall be obliged to pay all additional costs arising for DRC;

21.4.3 have the work terminated, in which case DRC shall be entitled to full compensation for the expenses incurred by DRC caused by Contractor's non-fulfilment of its contractual obligations;

21.4.4 in the event that DRC's mandate or funding is curtailed or terminated, Contractor shall be reimbursed by DRC for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

21.5 In the event of any termination by DRC under this Clause, no payment shall be due from DRC to Contractor except for those goods delivered and services satisfactorily performed in conformity with the express terms of the Contract prior to Contractor's receipt of DRC's notice of termination. In the case of termination, any liability of DRC for loss of actual or expected profit, and for indirect or consequential losses, is expressly excluded.

21.6 The terms of this Clause are without prejudice to any other rights or remedies of DRC under the Contract or otherwise.

21.7 Upon the effective date of termination of the Contract, all legal obligations, rights and duties arising out of this Contract shall terminate except as otherwise expressly provided in the Contract.

22. NON-WAIVER OF RIGHTS

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated with it, and shall not relieve the Parties of any of their obligations under

the Contract.

23. NON-EXCLUSIVITY

Unless otherwise specified in the Contract, DRC shall have no obligation to purchase any minimum quantities of goods or services from Contractor, and DRC shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

24. SURVIVAL

The obligations set forth in Clauses 2, 12, 16, 17, and 18 (legal status, indemnification, intellectual property, publicity, confidentiality) of these General Conditions of Contract shall not cease upon completion, expiration or termination of the Contract.

25. SETTLEMENT OF DISPUTES

25.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity of it.

25.1.1 Where the Parties wish to seek such an amicable settlement through conciliation, this settlement process should be concluded within sixty (60) calendar days after receipt by one Party of the other Party's written request for such amicable settlement.

25.1.2 The conciliation shall take place in accordance with the Conciliation Rules then in effect of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

25.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity of it, unless settled amicably under Clause 25.1, above shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then in effect.

25.2.1 The place of arbitration shall be the Danish Institute of Arbitration in Copenhagen, Denmark and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

26. MODIFICATIONS

No modifications to or changes or extensions in the Contract, or waiver of any of its terms or any additional contractual relationship of any kind shall be valid and enforceable against DRC unless provided by an amendment to the Contract signed by Contractor and DRC.

27. AUDITS AND INVESTIGATIONS

27.1 Each invoice paid by DRC shall be subject to a post-payment audit by auditors, whether internal or external, of DRC or by other authorized and qualified agents of DRC or the European Commission, the European Public Prosecutor's Office (EPPO), the European Court of Auditors (ECA), European Anti-Fraud Office (OLAF), donors or authorities of recipient countries at any time during the term of the Contract and for a period of seven (7) years following the expiration or prior termination of the Contract. DRC shall be entitled to a refund from Contractor for any amounts shown by such audits to have been paid by DRC other than in accordance with the terms and conditions of the Contract.

27.2 DRC or other authorized agents of the institutions listed in clause 27.1 may conduct investigations relating to any aspect of the Contract or the award of it, the obligations performed under the Contract, and the operations of Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of seven (7) years following the expiration or prior termination of the Contract.

27.3 Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits, or investigations. Such cooperation shall include, but shall not be limited to, Contractor's obligation to make available its staff and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to DRC or other authorized agents of the institutions listed in clause 27.1 access to Contractor's premises at reasonable times and on reasonable conditions in connection with such access to Contractor's staff and relevant documentation. Contractor shall require its agents, including, but not limited to, Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by DRC or other authorized agents of the institutions listed in clause 27.1.

28. LIMITATION ON ACTIONS

The Parties acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently shall await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

29. ESSENTIAL TERMS

Contractor acknowledges and agrees that each of the following Clauses 30 - 46 constitutes an essential term of the Contract and that any breach of any of these terms shall entitle DRC to end the Contract or any other contract with DRC immediately upon notice to Contractor, without any liability for termination charges or any other liability of any kind.

30. RESPECT FOR HUMAN RIGHTS

Contractor shall not violate, and shall ensure that none of its subcontractors violate, the fundamental human rights as set out in the European Convention on Human Rights of 1950 including all its protocols, the Ten Principles of the UN Global Compact and other applicable human rights law and principles.

31. CONFLICT OF INTEREST

Any conflict of interest on the part of Contractor shall be immediately disclosed to DRC. Contractor affirms that it has no current or prior business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under the Contract. If any such actual or potential conflict of interest arises under the Contract, Contractor shall immediately inform DRC in writing of such conflict.

32. SOURCE OF INSTRUCTIONS

Contractor shall neither seek nor accept instructions from any authority external to DRC in connection with the performance of its obligations under the Contract. Should any authority external to DRC seek to impose any instructions concerning or restrictions on Contractor's performance under the Contract, Contractor shall promptly notify DRC and provide all reasonable assistance required by DRC. Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of DRC, and Contractor shall perform its obligations under the Contract with the fullest regard to the interests of DRC and, in the case of Subcontract Agreements, Contracting Authority.

33. ANTI-CORRUPTION, ANTI-FRAUD

Contractor represents and warrants that it is not engaged in and will not engage in any sort of corruption, defined as the misuse of entrusted power for private gain. This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary forms of corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately terminate the Contract and/or Contractor's business relationship with DRC, and to take such additional action, civil and/or criminal, as may be appropriate. In such a case, DRC is entitled to recover any loss from Contractor and is not obliged to make any further payments to Contractor. Contractor agrees to inform DRC immediately and no later than ten days of any suspicion or information it receives from any source alleging a violation of this clause at c.o.conduct@drc.ngo or via the online reporting form at: https://drc.ngo/da/om-os/om-drc/code-of-conduct/

34. OBSERVANCE OF THE LAW

Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, unless the Contract is a Subcontract Agreement, Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to DRC, as such obligations are set forth in DRC vendor registration procedures.

35. LABOUR LAW AND WORKING CONDITIONS

35.1 Contractor shall not violate, and shall ensure that none of its subcontractors violate, fundamental international labour laws including, but not limited to, the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO).

35.2 Contractor shall not violate, and shall ensure that none of its subcontractors violate, any of the applicable national labour laws.

35.3 Contractor shall ensure that it and its subcontractors are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace.

36. ANTI-DISCRIMINATION IN WORKING CONDITIONS

36.1 Contractor represents and warrants that neither it nor any of its subcontractors are discriminating any of its workers with regard to race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

36.2 Contractor represents and warrants that neither it nor any of its subcontractors are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

37. ANTI-TERROR VETTING

37.1 Contractor shall not engage in transactions with or provide resources to individuals or entities associated with terrorism or subject to government sanctions, including those individuals and entities that appear on one or more of the lists below. This requirement does not extend to the vetting of beneficiaries.

a) US Specially Designated Nationals and Blocked Persons List (https://www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx)

b) UN Security Council List (https://www.un.org/securitycouncil/content/un-sc-consolidated-list).

c) EU Terrorist List: https://www.sanctionsmap.eu/#/main).

d) UK Consolidated list of targets: https://sanctionssearch.ofsi.hmtreasury.gov.uk/

37.2 The Contractor shall provide to DRC the names and dates of birth of its principals and key individuals for the purposes of vetting against the lists above as required by donor regulations

37.3 The Contractor shall inform DRC immediately if, during the course of this Contract, it becomes aware of any link whatsoever between the Contractor and any individual or entity involved in terrorism or appearing on one or more of the lists above.

38. CHILD LABOUR

Contractor represents and warrants that neither it, nor any of its subcontractors are engaged in any practice inconsistent with the rights set forth in the United Nations Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

39. MINES AND WEAPONS

Contractor represents and warrants that neither it, its parent entities (if any), nor any of Contractor's subsidiaries or affiliated entities (if any) or sub-contractors are:

39.1 engaged in the sale or manufacture of anti-personnel mines or components primarily utilized in the manufacture of anti-personnel mines; or

39.2 actively and directly engaged in patent activities, development, assembly, production, stockpiling, trade, or manufacture of conventional, chemical, biological, nuclear, or other weapons.

40. SEXUAL EXPLOITATION AND ABUSE

40.1 For the purposes of the present General Conditions of Contract, the term "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

40.2 Contractor shall take all appropriate measures to prevent sexual exploitation and abuse of anyone by its employees or any other persons engaged and controlled by Contractor to perform any services under the Contract.

40.3 For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

41. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO DRC

41.1 Contractor warrants that it has instructed its staff to refrain from any conduct that would adversely reflect on DRC and from any activity which is incompatible with the aims and objectives of DRC or the mandate of DRC to ensure the protection of refugees and other persons of concern to DRC.

41.2 Contractor hereby undertakes to take all possible measures to prevent its staff from exploiting and abusing refugees and other persons of concern to DRC.

42. HUMAN TRAFFICKING AND MODERN SLAVERY

Contractor shall comply with any and all applicable human trafficking and anti-slavery laws, statutes, regulations, and conventions in force and Contractor warrants that it has instructed its named personnel, staff, employees, and any sub- contractors to refrain from engaging in human trafficking and/or forced labor.

43. ENVIRONMENTAL SUSTAINABILITY

43.1 Contractor shall as a minimum perform all services under the Contract in an environmentally sustainable and accountable manner. Therefore, the Contractor shall comply with all applicable laws and regulations or other legal requirements relating to environmental impacts of their business. All required environmental permits, licenses, information registrations and restrictions shall be obtained.

43.2 Contractor agrees to establish and maintain appropriate procedures to and evaluate and select suppliers and sub-contractors based on their commitments to environmental sustainability and accountability.

43.3 Contractor agrees to assess and reduce the environmental impact of its own products and services throughout their entire life cycle.

43.4 Contractor agrees to take measures to improve efficiency and reduce the consumption of resources.

43.5 Contractor agrees to reuse or recycle any waste when it is environmentally favorable and technically feasible to do so.

43.6 Contractor agrees to have a water management plan to reduce water consumption and waste water discharge and enhance recycling if located in a highly water stressed area (defined by World Resources Institute).

43.7 Contractor agrees to have a plan to pursue sourcing of renewable energy.

44. RULE OF ORIGIN AND NATIONALITY

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

44.2 Failure to comply with this obligation shall lead, after formal notice, to termination of the Contract, and DRC is entitled to recover any loss from Contractor and is not obliged to make any further payments to Contractor.

45. MISCONDUCT INVESTIGATION OBLIGATIONS

45.1 For the purposes of the present DRC General Conditions of Contract, a "suspicion of breach" means any belief or feeling, even undocumented, alleging a

violation of the General Conditions' Essential Terms, Clauses 30 – 46.

45.2 Contractor shall investigate all suspicions or information of breach of the General Conditions' Essential Terms, Clauses 30 - 46. Where Contractor is unable to investigate, Contractor shall report to DRC as per its reporting obligation described in the present General Conditions of Contract.

45.3 The failure of Contractor to investigate suspicions of breach of Essential Terms, Clauses 30 - 46 and abuse against its staff, and other persons engaged and controlled by Contractor, or related to its activities and to take corrective action when such breach has occurred shall entitle DRC to end the Contract immediately upon notice to Contractor, at no cost to DRC.

46. MISCONDUCT REPORTING OBLIGATIONS

46.1 Internal reporting: Contractor shall cause all its employees or other persons engaged and controlled by Contractor to report to Contractor all suspicions or information of breach of The General Conditions' Essential Terms, Clauses 30 - 46.

46.2 Initial reporting: Contractor shall report to DRC all suspicions or information of breach of The General Conditions' Essential Terms, Clauses 30 - 46 as soon as Contractor becomes aware of it.

46.3 Progress reporting: Contractor shall provide DRC with investigation progress reports upon DRC's demand.

46.4 Final reporting: Contractor shall further provide DRC with a final report upon the conclusion of the investigation detailing the actions taken by Contractor and the outcome of the investigation.

46.5 Report of inability to investigate: Where Contractor is unable to investigate a suspicion or information of breach of The General Conditions' Essential Terms, Clauses 30 - 46, Contractor shall inform DRC without delay, detail the reason why it is unable to investigate and take all measures to allow DRC to conduct the investigation itself in compliance with the present General Conditions of Contract.

46.6 Reporting contact persons: Contractor shall send all reports mentioned in this Clause according to DRC guidelines to both of the following DRC contact persons:

i) DRC Point of Contact: as referred to in the Contract; and
ii) DRC Headquarters Code of Conduct Registrar (c.o.conduct@drc.ngo)

46.7 Contractor undertakes that all reports mentioned in the present Clause and the information contained are Confidential Information.

47. SEVERABILITY

Should any term of the Contract be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such term may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of the Contract shall remain in full force and effect and shall be construed in accordance with the modified term.

48. APPLICABLE LAW

All contracts entered into between the Parties shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law terms.

Date:_____ Signature:_____

Name and position:_____