

# SPC STANDARD TERMS AND CONDITIONS FOR GRANT AGREEMENT

## 1. LEGAL STATUS OF THE GRANTEE

1.1 Legally, the Grantee has the legal status of an independent entity *vis-à-vis* SPC. The Grantee's personnel and contractors or sub-contractors are not to be considered in any respect employees or agents of SPC.

1.2 Nothing in this Agreement or in the relationship between SPC and the Grantee shall constitute or be construed as creating an employer-employee or principal-agent relationship, partnership, joint venture or any other form of relationship of any kind. The Grantee shall have no authority to act as an agent of SPC; nor shall the Grantee in any way bind LCPS to any contractual agreement or other form of obligation, or hold itself out as an agent of SPC or as having the authority to bind SPC to any contractual agreement or other form of obligation.

## 2. LEGAL STATUS OF THE GRANTEE

The Grantee recognises and respects the status of SPC as an intergovernmental organisation under the 1947 Canberra Agreement.

## 3. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of SPC.

## 4. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPC

The Grantee shall not use the name, emblem or official seal of SPC, or any abbreviation of the name of SPC without SPC's prior written approval.

## 5. SOURCE OF INSTRUCTIONS

The Grantee will only accept instructions from SPC in the performance of this Agreement. The Grantee will refrain from any action that may adversely affect SPC and will fulfil its commitments with the fullest regard to the interests of SPC. Should any authority external to SPC seek to impose any instructions concerning or restrictions on the Grantee's performance under the Agreement, the Grantee shall promptly notify SPC and provide all reasonable assistance required by SPC.

## 6. GRANTEE'S RESPONSIBILITY FOR EMPLOYEES

The Grantee shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement, reliable individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct. The Grantee shall not discriminate against any person because of race, gender, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

## 7. SUB-CONTRACTING

7.1 The Grantee may enter into contracts (for the purchasing of goods, works or services), sub-contracts and other agreements necessary for the implementation of this Agreement.

7.2 However, it is understood that the Grantee shall at all times remain accountable to SPC for the fulfilment of its responsibilities under this Agreement, and for ensuring the successful achievement of the objectives of the project, programme or activity.

7.3 The Grantee shall be responsible for ensuring that all contracts and subcontracts shall be fully consistent with this Agreement and shall not in any way prejudice the implementation of any of its provisions.

7.4 Prior to employing individuals or engaging contractors or subcontractors to perform services under this Agreement, the Grantee agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of this Agreement.

## 8. ASSIGNMENT

Except with the prior written consent of SPC, the Grantee may not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the Grantee's rights, claims or obligations under this Agreement.

## 9. AUTHORITY TO MODIFY

No modification or change, nor waiver of any of this Agreement's provisions or additional contractual relationship of any kind with the Grantee will be valid and enforceable against SPC unless provided by an amendment to this Agreement signed by the authorised official of SPC.

## 10 INSURANCE AND LIABILITIES TO THIRD PARTIES

10.1 SPC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Grantee of the present Agreement.

10.2 The Grantee will hold insurance against all risks in respect of its employees, sub-Grantees, property and equipment used for the execution of this contract, including appropriate worker's compensation for personal injury or death.

10.3 The Grantee will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under this Agreement.

10.4 The Grantee shall, upon request, provide SPC with satisfactory evidence of insurance cover as required under this clause.

## 11. AUDIT ACTIVITIES

11.1 The activities implemented by the Grantee under this Agreement may be subject to audits by SPC, which may

include audits of financial transactions and internal controls in relation to the activities carried out by the Grantee.

11.2 The Grantee shall instruct its personnel, including but not limited to its lawyers, accountants, auditors or other advisors, as well as its contractors and subcontractors, to cooperate within reasonable limits with any audits that may be carried out by SPC.

## 12. OFFICIALS NOT TO BENEFIT

The Grantee warrants that no official of SPC has received or will be offered by the Grantee any direct or indirect benefit arising from this Agreement or the award thereof. The Grantee agrees that breach of this provision is a breach of an essential term of this Agreement.

## 13. FRAUD AND CORRUPTION

13.1 SPC requires the Grantee to adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

13.2 The Grantee agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this contract, of which the Grantee has been informed or has otherwise become aware, promptly to the attention of SPC. For purposes of this contract, the following definitions shall apply:

"corruption" means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.

"fraud" means any dishonest act or omission that causes loss or detriment to SPC or results in an unauthorised benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.

13.3 Any breach of this representation and warranty shall entitle SPC to terminate this contract immediately upon notice to the Grantee, at no cost to SPC.

## 14. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

14.1 SPC has committed to ethically and sustainably managing social and environmental risks and impacts of its activities through its Social and Environmental Responsibility Policy.

14.2 Accordingly, SPC requires the Grantee to comply with the following obligations.

### Child protection

14.3 The Grantee represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. This includes, among other things, Article 3 which requires the best interests of the child to be a primary consideration in all actions concerning children; Article 32 which protects children from economic exploitation and child labour; and Article 34 which protects children from sexual exploitation and abuse.

Where the Grantee is providing services directly related to or involving children, the Grantee will either have its own Child protection policy in place or use its best endeavours to act in accordance with the principles of SPC's child protection policy.

The Grantee agrees to bring allegations of any abuse or exploitation of children arising in relation to this Agreement, of which the Grantee has been informed or has otherwise become aware, promptly to the attention of SPC.

14.4 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

### Human rights

14.5 The Grantee is committed to respecting, and acting in a manner which avoids infringing on, human rights, and ensures that they are not complicit in human rights abuses committed by others.

14.6 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

### Gender equality and social inclusion

14.7 SPC is committed to progress gender equality and social inclusion in all area of its work. The Grantee is expected to respect gender equality and diversity in the workplace.

14.8 The Grantee is expected to have measures in place to ensure equal pay for work of equal value, to prevent bullying and any forms discrimination; and to ensure a safe workplace environment for women and men of all diversities.

### Sexual harassment, sexual abuse or sexual exploitation

14.9 SPC will not tolerate any form of sexual harassment, abuse or exploitation. The Grantee shall refrain from and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from engaging in sexual harassment, sexual abuse and sexual exploitation.

14.10 The Grantee agrees to bring allegations of sexual harassment, sexual abuse or sexual exploitation arising in relation to this Agreement, of which the Grantee has been informed or has otherwise become aware, promptly to the attention of SPC.

14.11 For purposes of this Agreement, the following definitions shall apply:

"sexual harassment" means behaviour that is unwelcome, unsolicited, unreciprocated of a sexual nature. It is behaviour that is likely to offend, humiliate or intimidate.

"sexual abuse" means actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

"sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes. It includes profiting monetarily, socially, or politically from sexual exploitation of another.

14.12 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

#### Environmental responsibility

14.13 The Grantee must ensure a rational use and management of natural resources and ecosystems.

14.14 The Grantee shall use all efforts to prevent or, where not possible, to minimise the impact of their activities towards climate change and damage to the environment.

### 15. ANTI-MONEY LAUNDERING/COUNTER TERRORISM FINANCING

15.1 The Grantee agrees to take all reasonable efforts to ensure that none of the funds received under this Agreement are used for money laundering or for terrorism financing.

15.2 The Grantee agrees that the recipients of any amounts provided by SPC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via:

<https://scsanctions.un.org/fop/fop?xml=htdocs/resources/xml/en/consolidated.xml&xslt=htdocs/resources/xsl/en/consolidated.xsl>

15.3 For purposes of this Agreement, the following definitions shall apply:

"money laundering" means the conversion or transfer of property, knowing that such property is the proceeds of crime, for the purpose of concealing or disguising the illicit origin of the property or of helping any person who is involved in the commission of the predicate offence to evade the legal consequences of his or her actions, or the concealment or disguise of the true nature, source, location, disposition, movement or ownership of or rights with respect to property, knowing that such property is the proceeds of crime.

"terrorism financing" means directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out acts of terrorism.

15.4 Any breach of this representation and warranty shall entitle SPC to terminate this Agreement immediately upon notice to the Grantee, at no cost to SPC.

### 16 INDEMNIFICATION

16.1 The Grantee shall indemnify, hold and save harmless, and defend, at its own expense, SPC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Grantee, or the Grantee's employees, officers, agents or sub-Grantees, in the performance of this contract. This obligation does not extend to actions and omissions of SPC.

16.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Grantee, its employees, officers, agents, servants or sub-Grantees.

16.3 The obligations under this clause do not lapse upon termination of this contract.

### 17 INTELLECTUAL PROPERTY RIGHTS

17.1 SPC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to 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. This includes derivative works created as a result of products created pursuant to this Agreement.

17.2 At SPC's request, the Grantee shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to SPC.

### 18 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

18.1 All documents and information relating to this Agreement as well as any other information of which the Grantee becomes aware in the course of performing the Agreement that is not in the public domain must be treated as confidential during and beyond the term of the Agreement. The Grantee shall not be permitted to make use of any such data and information for the Grantee's own purposes.

18.2 The Grantee may not communicate at any time to any other person, Government or authority external to SPC, any information known to it by reason of its association with SPC which has not been made public except with the authorisation of SPC; nor shall the Grantee at any time use such information to private advantage. These obligations do not lapse upon termination of this Agreement.

### 19 CONFLICT OF INTEREST

19.1 The Grantee must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

19.2 The Grantee must notify SPC in writing as soon as possible of any situation that could constitute a conflict of interest during the performance of this Agreement. The Grantee must immediately take action to rectify the situation. SPC may do any of the following:

verify that the Grantee's action is appropriate,

require the Grantee to take further action within a specified deadline.

### 20 PROTECTION OF PERSONAL DATA

20.1 SPC and the Grantee shall each ensure adequate protection of personal data in accordance with their relevant rules and regulations and in particular SPC's Privacy Policy. The Grantee represents and warrants that it will put in place and maintain appropriate technical and organisational measures to prevent accidental or unlawful destruction or accidental loss, alteration or disclosure of, or unauthorised

access to, personal data in accordance with the best standards. The Grantee shall promptly notify SPC of any known or suspected incident or threat of accidental or unlawful destruction or accidental loss, alteration, unauthorised access or disclosure of personal data, or of any breach of the provisions of this clause. The parties shall consult each other in order to assess, remedy and resolve the situation.

20.2 The Grantee shall notify SPC within five working days of any complaint or claim made by an individual about his or her personal data. The parties shall consult each other before taking any action as a result of or in response to such a complaint or claim. The obligations and restrictions set forth in this section shall remain in effect for the duration of this Agreement, including any extension thereof, unless the parties agree otherwise in writing. Upon termination of this agreement, the Grantee shall return to SPC all personal data collected for the purpose of performing this agreement.

## **21 FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

21.1 Force majeure for the purposes of this Agreement means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, 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 the Grantee.

21.2 The Grantee should notify SPC within fifteen (15) days of the occurrence of the force majeure event. The Grantee shall also notify SPC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement.

21.3 The notice shall include steps proposed by the Grantee to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this clause, SPC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Grantee of a reasonable extension of time in which to perform its obligations under this Agreement.

21.4 If the Grantee is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, SPC shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in clause 22 "Termination", except that the period of notice shall be seven (7) days.

## **22 TERMINATION**

22.2 SPC reserves the right to terminate without cause this Agreement, at any time with thirty (30) days written notice to the Grantee, in which case SPC shall reimburse the Grantee for all reasonable costs incurred by the Grantee prior to receipt of the notice of termination.

22.1 Either party may terminate this Agreement for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral

proceedings in accordance with clause 18 "Settlement of Disputes" below shall not be deemed a termination of this Agreement.

22.3 In the event of any termination by SPC under this clause, no payment shall be due from SPC to the Grantee except for work and services satisfactorily performed in conformity with the express terms of this Agreement. The Grantee shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimise losses and further expenditure.

22.4 Should the Grantee be adjudged bankrupt, or be liquidated or become insolvent, or should the Grantee make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Grantee, SPC may, without prejudice to any other right or remedy it may have, terminate this Agreement forthwith. The Grantee shall immediately inform SPC of the occurrence of any of the above events.

## **23 OBSERVANCE OF THE LAW**

The Grantee must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.

## **24 SETTLEMENT OF DISPUTES**

24.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement or the breach, termination or invalidity thereof.

24.2 If a dispute is not settled within sixty (60) days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.