



Standard Terms and Conditions for Service Contracts

The Crop Trust only requests services subject to its own terms and conditions. These terms and conditions will be set out in the service contract to be signed with the applicant/bidder whose application is found successful. Neither the applicant/bidder nor the Crop Trust are bound to sign a contract or by the contract clauses until a contract is signed by both parties. The standard terms and conditions below are for reference purpose only and may be subject to minor editing and be tailored to the specifics of the service.

I PAYMENT FOR SERVICES

- The Provider shall render invoices to the Crop Trust Finance Department by email to billing@croptrust.org. Invoices shall be payable within 28 days.
- Payments will be subject to satisfactory compliance by the Provider with all the terms and conditions of the Service Contract.
- All payments will be subject to satisfactory completion by the Provider of all the terms and conditions of the Service Contract, including the receipt of satisfactory reports.
- No compensatory adjustments will be made by the Crop Trust for changes in rates of exchange to any other country.

II PENALTIES FOR DELAY

- If the Provider fails to perform any of the Services under the Service Contract within the requisite time period due to reasons the Provider must warrant, the Crop Trust shall be authorized to impose a penalty of 0.5% of the total service fee for every week of delay, subject to a cap of 8% of the total service fee. Beyond such penalty, the Crop Trust may not bring any further claims arising from the delay in the performance of the Services. The right of termination shall remain unaffected.

III ANTI-CORRUPTION, ANTI-MONEY LAUNDERING AND COUNTERTERRORISM

- The Provider is required to practice zero tolerance for financial irregularities. In order to fulfil this requirement, the Provider shall:

- carry on its own operations in accordance with sound administrative, technical, financial, economic, environmental and social standards and practices under the supervision of qualified and experienced management assisted by competent staff in adequate numbers; and
 - have systems for internal control, and shall organise its operations in such a manner that financial irregularities, including corruption, theft, embezzlement, fraud, misappropriation of funds, favouritism and nepotism are counteracted and detected.
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- The Provider agrees that none of the money it receives from the Crop Trust shall be used in violation of relevant UN conventions, and resolutions of the UN Security Council. In particular, the Provider undertakes to use reasonable efforts to ensure that none of the money it receives from the Crop Trust is used or diverted to support or promote drug trafficking, violence, terrorist activity or related training, or money laundering.
 - None of the money received by the Provider in payment for the Services may be used for lobbying activities or to support directly or indirectly political activities.
 - The Provider shall use the money it receives from the Crop Trust with due regard to economy and efficiency and uphold the highest standards of integrity in the administration of such money, including the prevention of fraud and corruption.
 - The Provider agrees that it has not given, made, offered or received and will not, either directly or indirectly, as an inducement or reward in relation to the execution of the Service Contract, any kind of offer, gift, payment or benefits, which would or could be construed as illegal or corrupt practice. The Provider shall immediately inform the Crop Trust of any indication of corruption or misuse of resources related to the Services, and undertakes to take rapid legal action to initiate investigations of and prosecution against, in accordance with applicable law, any person suspected of corruption or misuse of resources related to the Services. The Provider further undertakes to assist the Crop Trust

fully and promptly in any action the Crop Trust may take in relation to such suspected corruption or misuse of resources.

- The Provider further undertakes to assist the Crop Trust fully and promptly in any action the Crop Trust may take in relation to ensuring compliance of the Provider with the anti-corruption, anti-money laundering and counter-terrorism provisions.

IV ETHICAL STANDARDS

- The Provider shall act in compliance with international standards and multilateral agreements, in particular United Nations Covenant on Civil and Political Rights, United Nations Covenant on Economic, Social and Cultural Rights and the relevant instruments of the International Labour Organisation (ILO), including but not limited to the fundamental conventions and Occupational Safety and Health Convention with a view to ensuring protection of children against exploitation and child labour; prevention of violence, abuse and exploitation of any kind; non-discrimination, especially with regard to race, origin, ethnicity, religion, age, gender identity, sexual orientation, disability or union membership and activity; as well as the promotion of equal opportunities for all genders while also respecting principles and policies of Crop Trust.
- The Provider undertakes that it is committed to inclusion and diversity and shall offer equal opportunities, encourage recruitment and selection of underrepresented groups, especially women and foster a work culture that promotes and values diversity among staff of all levels. The Provider shall respect, among others, the principles of the UN Declaration on the Elimination of Violence against Women, the UN Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), the UN Convention on the Rights of Persons with Disabilities, and the International Convention on the Protection of the Rights of All Migrant Workers and Members of their Families in carrying out the Service.
- The Provider shall have ethical guidelines and relevant systems in place for preventing, reporting, and dealing with matters of human rights violations, child labour, discrimination, as well as sexual harassment, sexual exploitation, sexual abuse, and gender-based violence.

- The Provider agrees to implement occupational and public health and safety measures that are in consistent with the applicable law. The Provider further undertakes to make every possible effort to regularly develop and update its existing safety and health measures policies to be in line with the most up-to-date international good practice standards.
- The Provider agrees to act in compliance with the national and international environmental standards including the World Bank Environmental, Health, and Safety Guidelines, minimise its GHG emissions, and implement mitigation measures to avoid or reduce any unintended adverse impacts of its operations on the environment, climate protection, and adaptation to climate change.

V DATA PROTECTION AND PRIVACY

- The Provider shall manage personal data in compliance with relevant standards and Codes of Conduct, including the UN Personal Data Protection and Privacy Principles. The Provider shall also process these data to the extent required by applicable law or by the regulations of any regulatory or supervisory authority to which the Provider is subject to. Regulations may include the European Commission's General Data Protection Regulation (GDPR) principles. The Provider shall provide its employees access to data only to the extent absolutely necessary for implementing, managing or monitoring this Contract and shall require its relevant employees to maintain data confidentiality. Personal data shall be treated confidentially in all circumstances. The Provider shall implement technical and organisational security measures appropriate to the risks arising from data processing and to the type of personal data concerned. The Provider shall inform the employees concerned that their personal data may be collected and processed by Crop Trust and its partners, as relevant.

VI CONFLICT OF INTEREST

- The Parties shall take all necessary precautions to avoid a Conflict of Interest in all matters related to the Service.
- If a Conflict of Interest occurs, the affected Party shall, without delay, take all necessary measures to resolve the conflict for example by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

- If a Conflict of Interest cannot be resolved and if it relates to a decision or transaction of significance to the Service, the affected Party shall immediately notify the other Party. The Parties shall discuss in order to reach an understanding on the appropriate measures to be taken.

VII WARRANTIES AND INDEMNIFICATION

- The Provider warrants that
 - it has all necessary licenses, approvals and consents to implement (if appropriate) carry out or operate any measure, all of which are to be maintained in full force and effect at all relevant times;
 - it has used its reasonable endeavours to engage in Intellectual Property Rights due diligence for the activities carried out under the Service Contract and the materials it supplies to the Crop Trust under this Contract are not subject to any copyright or third party rights which would prevent the Crop Trust (or any partner of the Crop Trust) from reproducing them;
 - it has or will secure the necessary licences or non-assert covenants to any relevant Intellectual Property Rights that are necessary for the development and delivery of the service deliverables;
 - so far as it is aware there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any software; and
 - so far as it is aware exploitation of any software will not infringe the rights of any third party.
- As a condition of this Service Contract, the Provider agrees to indemnify, defend and hold the Crop Trust harmless from and against any liability, loss or expense or claims for injury or damages suffered or incurred by the Crop Trust arising out of or in connection with:
 - any breach of the warranties contained in the Service Contract;

- in respect of infringements of third party Intellectual Property Rights; or
 - any negligent or wrongful actions or omissions of the Provider or of any of its officers, agents, contractors and employees with respect to the Service Contract.
- The Provider acknowledges and agrees that any activities by the Crop Trust in association with the Service, including its review of proposals for suggested modifications to the Service or its implementation, will not modify or constitute the basis for any claim of waiver by the Crop Trust of its rights under this Clause.
 - The Crop Trust shall not, under any circumstances or for any reason whatsoever, be held liable for damages sustained by the Provider during the performance of the Contract. The Crop Trust shall not accept any claim for compensation or repairs in respect of any such damage.

VIII INTELLECTUAL PROPERTY

- The Provider hereby transfers the legal and equitable title to any and all Intellectual Property Rights created under the Service Contract to the Crop Trust.

IX COMPLIANCE

- The Crop Trust reserves the right, at its discretion, to terminate the Service Contract if:
 - the Crop Trust is not reasonably satisfied with the progress achieved by the Provider or with the content of any written report from the Provider regarding the Service; or
 - the Provider fails to comply with any term or condition of the Contract; or
 - the Crop Trust determines that corrupt or fraudulent practices were engaged in by representatives of the Provider or of a beneficiary of the

funds without the Provider taking timely and appropriate action satisfactorily to remedy the situation; or

- the Provider supports activities that contribute to money laundering, terrorist activities or the Provider engages in any form of financial irregularities.

X TERMINATION OF THE CONTRACT

- The Crop Trust may terminate the Service Contract upon giving the Provider three months' written notice.
- The Provider may terminate the Service Contract only upon acceptance by the Crop Trust and upon giving six months' written notice.
- The Contract may be terminated at any time upon the written mutual consent of the parties.
- In case of termination of this Service Contract, the Provider shall use its best endeavours to bring the Service to an end in a rapid, orderly and economical manner. The Provider shall not commit the Service financially with funds from the date of the receipt of the notice of termination. Any unspent payments not committed by the date of the receipt of the notice of termination, shall be returned to the Crop Trust without delay.
- If the payments already made to the Provider by the Crop Trust prior to termination exceed the sum finally due, the additional amount shall be repaid in full to the Crop Trust following a request from the Crop Trust for repayment.

XI CONFIDENTIALITY

- Each Party undertakes to the other that (unless the prior written consent of the other Party shall first have been obtained) it shall and shall procure that its officers, employees, advisers and agents shall keep confidential and not by failure to exercise due care or otherwise by any act or omission disclose to any person whatsoever, or use or exploit commercially for its or their own purposes, any of the confidential information of the other Party. For the purposes of this Article, "confidential information" shall include any information which is expressly indicated to be confidential or is imparted by one Party to the other

in circumstances importing an obligation of confidence and which either Party may from time to time receive or obtain (orally or in writing or in disk or electronic form) as a result of entering into, or performing its obligations pursuant to, the Service Contract or otherwise.

- The consent referred to above shall not be required for disclosure by a Party of any confidential information:
 - to its officers, employees and agents, in each case, as may be contemplated by the Contract or to the extent required to enable such Party to carry out its obligations in relation to confidentiality and who shall in each case be made aware by such Party of its obligations hereunder and shall be required by such Party to observe the same restrictions on the use of the relevant information as are contained in hereunder;
 - to its professional advisers who are bound to such Party by a duty of confidence that applies to any information disclosed;
 - to the extent required by applicable law or by the regulations of any regulatory or supervisory authority to which such Party is subject or pursuant to any order of court or other competent authority or tribunal;
 - to the extent that the relevant confidential information is in the public domain otherwise than by breach of the Contract by such Party;
 - which is disclosed to such Party by a third Party who is not in breach of any undertaking or duty as to confidentiality whether express or implied; or
 - that such Party lawfully possessed prior to obtaining it from the other Party.
- If a Party becomes required , in circumstances contemplated above to disclose any information, such Party shall give to the other Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the other Party having regard to the other Party's views and take such steps as the

other Party may reasonably require in order to enable it to mitigate the effects of or avoid the requirements for, any such disclosure.

XII PUBLIC INFORMATION AND USAGE OF THE CROP TRUST'S NAME AND LOGO

- Neither Party shall issue any publication, press release or other public announcement relating to this Contract or Services, written or oral, unless the form and content of such announcement has been submitted to and agreed in writing by the other Party except as required by law or a court order.
- The Provider will seek the Crop Trust's consent before using its logo or name or before making any reference to the Crop Trust to third parties. Any such request for consent shall be made in writing at least one month in advance of the intended date of usage.
- Any such publication, press release, announcement or usage must be cleared with the Executive Secretary of the Crop Trust before it is released.

XIII DISPUTES SETTLEMENT

- The Contract shall be governed by general principles of law to the exclusion of any single national system of law.
- Any dispute relating to the interpretation or execution of the Contract shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties, or, in the absence of agreement, with the rules of arbitration of the United Nations Commission on International Trade Law (UNCITRAL). The parties shall accept the arbitral award as final.

XIV NO ASSIGNMENT

- Neither Party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third Party of, or otherwise dispose in any manner whatsoever of the benefit of the Service Contract or sub-contract or delegate its performance under the Contract



(each of the above a “dealing”) and any purported dealing in contravention of this undertaking shall be ineffective.

XV PRIVILEGES AND IMMUNITIES

- The Service Contract shall not affect any privileges and immunities of either the Crop Trust or the Provider nor shall it be viewed in any way as constituting a waiver of any or all of those privileges and immunities.