

# GENERAL CONDITIONS OF CONTRACT

## 1 GENERAL

These General Conditions of Contract (the "GCC") are applicable to and constitute an integral part of the Contract. The General Conditions of Contract or similar of the Contractor shall not apply to the Contract, unless explicitly accepted by the Centre in writing.

## 2 ORDER OF PRECEDENCE

Prevalence between or among the documents forming the Contract shall be determined as follows:

- (a) the Contract document;
- (b) these GCC;
- (c) the Offer (if applicable);
- (d) additional documentation, if any, that is annexed to the Contract or incorporated therein by way of reference.

## 3 DEFINITIONS

In the Contract as it is defined below, words and expressions shall have the following meanings assigned to them, except where the context requires otherwise:

- (a) "Centre" means the King Abdullah Bin Abdulaziz International Centre for Interreligious and Intercultural Dialogue;
- (b) "Conflict of Interest" means any situation involving competing professional and personal objectives, which could either impair fulfilment of the Contractor's obligations under this Contract or create an appearance of impropriety;
- (c) "Consequential Damages" or "Indirect Damages" mean damages beyond of the protective purpose of the violated rule within the meaning of the doctrine of "*Schutzzweck der verletzten Norm*" under Austrian law;
- (d) "Contract" means as applicable, either: (i) the relevant Purchase Order together with these GCC and all additional documentation, if any, that is annexed thereto or incorporated therein by way of reference; or (ii) the written agreement of the Parties relating to the procurement of Deliverables together with these GCC and all additional documentation, if any, that is annexed thereto or incorporated therein by way of reference;
- (e) "Contractor" means the legal person specified in the Contract, together with any legal successor(s) in title;
- (f) "Contract Price" means the remuneration to be paid by the Centre to the Contractor for the Services to be delivered, the Deliverables to be provided, or the Goods to be delivered to the Centre under the Contract;
- (g) "Day" means a working day;
- (h) "Deliverables" means the tangible output of the Services and, if applicable, the Goods, both as identified in the Contract;
- (i) "Delivery Date(s)" means, as applicable, the exact or latest possible date(s) by which the Contractor shall provide the Services, provide the Deliverables, or deliver the Goods to the Centre under the Contract;
- (j) "Direct Damages" mean damages within the protective scope of the violated rule within the meaning of the doctrine of "*Schutzzweck der verletzten Norm*" under Austrian law;

- (k) "Equipment" means, if applicable, all equipment, machinery or movable property to be provided, serviced or used by the Contractor under the Contract;
- (l) "Force Majeure" means any unforeseeable and irresistible act of nature, any act of war (whether declared or undeclared), invasion, revolution, terrorism or other occurrence of a similar scale that prevents or impairs performance of the Contract, provided that such act is not attributable to the fault or negligence of the Contractor and cannot be prevented by it; neither strikes or labour stoppages by the Contractor's workforce nor civil unrest shall constitute Force Majeure;
- (m) "Goods" means any and all of the products to be supplied by the Contractor to the Centre under the Contract, including any replacement parts furnished pursuant to a warranty or otherwise, regardless of whether the Price(s) for such Good(s) is or are separately indicated;
- (n) "Marks" or "Markings" means information placed on the outer surfaces of shipping containers or Packaging, including but not limited to the country of origin, address labels, identifying numbers, box specifications, cautions or directional warnings;
- (o) "Key Personnel" means, if applicable, the individual(s) appointed by the Contractor and accepted by the Centre to provide the Deliverables under the Contract; Key Personnel may not be substituted except as authorized therein;
- (p) "KAICIID" means the King Abdullah Bin Abdulaziz International Centre for Interreligious and Intercultural Dialogue;
- (q) "Offer" shall mean the commercial proposal/quotation/bid submitted by the Contractor, whether in response to a Solicitation Document or otherwise;
- (r) "Party" means the Centre or the Contractor, and "Parties" means the Centre and the Contractor;
- (s) "Place(s) of Delivery" means the location(s) where the Services are to be rendered and, if applicable, the Goods are to be delivered under the Contract;
- (t) "Price(s)" refers to one or more subcategories of the Contract Price specified in the Contract;
- (u) "Services" means any and all services to be provided by the Contractor to the Centre under the Contract;
- (v) "Transport Documents" means all applicable forms evidencing or required for the shipment, customs clearance, receipt or acceptance of the Goods, including but not limited to bills of lading, air waybills, declarations, and permits and licenses needed for special categories of products.

#### **4 CONCLUSION OF THE CONTRACT**

- (a) The Contract shall be concluded upon countersignature.
- (b) Unless otherwise stipulated in the Contract, the effective date shall be the same as the date of countersignature.

#### **5 DELIVERY OF GOODS**

- (a) The Contractor shall deliver the Goods according to the Delivery Term (INCOTERM) and Place(s) of Delivery specified in the Contract.
- (b) The Contractor shall ensure timely provision of all necessary Transport Documents so as to enable the Centre to take delivery of the Goods in accordance with the requirements of the Contract, and shall bear full risk of loss, damage, destruction or spoilage in accordance with the applicable Delivery Term (i.e. INCOTERM).
- (c) The Contractor shall provide such Packing of the Goods as is required to prevent their damage or deterioration during transportation, taking into account the remoteness of the final destination and applicable climatic conditions. The Packing shall be sufficient to withstand rough handling and transportation. All Packaging materials shall be non-returnable.

- (d) The Packing shall contain Markings in accordance with the Contract, applicable laws and requirements of the carrier(s). In particular, the Goods shall be marked with the Purchase Order number and the net, gross and tare weights, the contents shall be clearly shown on each container, and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- (e) The Contractor warrants that the Goods furnished under the Contract are new, unused and free from defects in design, workmanship or materials, are fit and suitable for the general or particular purpose(s) described in the Contract. Unless otherwise specified in the Contract, this warranty shall be valid for a period of 2 (two) years from the date of acceptance by the Centre of the Goods ("Equipment Warranty").
- (f) For any claim by the Centre within the warranty period, the Contractor shall promptly, as appropriate and at the sole discretion of the Centre, repair the Goods or replace any or all necessary parts with Goods or parts of the same or better quality on site or through an exchange at no charge to the Centre, or at its expense accept a return of the Goods for a full refund. The warranty set out in § (e) above shall also apply to these repairs and replacement parts.
- (g) Any term of an applicable Contractor or manufacturer warranty or guarantee that is more favourable than the Equipment Warranty shall apply to the Contract.

## **6 PROVISION OF SERVICES**

- (a) The Services shall be rendered at the quality, the Place(s) of Delivery, and the Delivery Date(s) specified in the Contract.
- (b) Unless otherwise specified in the Contract, the Contractor warrants for a period of 2 (two) years from the date of acceptance by the Centre of the Services ("Services Warranty") that:
  - (i) the Contractor is competent to perform the Services and it has the necessary associated capacities and qualifications, including knowledge, certifications, skills and personnel;
  - (ii) the Services are performed by qualified personnel in a professional and workmanlike manner in accordance with the Contract, best industry practices, and all applicable laws and regulations; and
  - (iii) the Services are free from defects in design and workmanship and are fit and suitable for the general or particular purpose(s) described in the Contract.
- (c) For any claim by the Centre within the warranty period, the Contractor shall as promptly as possible, at the sole discretion of the Centre, repair or re-perform the Services and, if applicable, perform any additional work under the Equipment Warranty at no extra charge to the Centre. If the Services cannot be repaired or re-performed, the Centre shall be entitled to a full refund of the remuneration paid by the Centre to the Contractor for the performance of these Services.
- (d) Any term of an applicable Contractor service warranty that is more favourable than or in addition to the Services Warranty shall apply to the Contract.
- (e) The Contractor shall adhere to the highest standard of care in safeguarding or using the Centre property while such property is in its possession or subject to its care, custody or control, and the Contractor shall be responsible for any loss or damage resulting from its failure to do so.

## **7 AUTHORITY**

- (a) Each Party declares that its signatory is duly authorized to enter into the Contract on behalf of, and to bind, that Party.
- (b) If the Contractor is a member of a joint venture or consortium, all persons forming the joint venture or consortium shall be jointly and severally liable to the Centre for the fulfilment of the terms of the contract, and the nominated leader of this joint venture or consortium shall have authority to bind the joint venture or consortium vis-à-vis the Centre. The composition of the joint venture or consortium, including the identity of the leader, shall not be altered without the prior written consent of the Centre.

## **8 ACCEPTANCE OF DELIVERABLES**

The duly authorized representative(s) of the Centre shall have the right, before payment, to verify that the Deliverables are supplied in compliance with the Contract, including any acceptance criteria therein. The Contractor shall provide all necessary facilities for such an evaluation.

## **9 DISCLAIMER**

Except as expressly indicated in the Contract, the Centre makes no warranty whatsoever with respect to any document or material (including but not limited to diagrams, blueprints, charts and schemes) provided by the Centre to the Contractor in connection with the Deliverables, and the Contractor shall be responsible for independently assessing the accuracy of such data before taking any action or incurring any subsequent expense in relation thereto. The Centre shall provide the Contractor with access reasonably required for this purpose.

## **10 DELAY**

- (a) If at any time the Contractor is delayed in providing the Deliverables or in fulfilling any other obligation under the Contract due to any cause beyond the Contractor's reasonable control, including but not limited to Force Majeure, the Centre may, by written notice, extend the Delivery Date(s) or fulfilment of any other obligation for such period of time as the Centre grants at its sole discretion.
- (b) If at any time the Contractor is delayed in providing the Deliverables or in fulfilling any other obligation under the Contract due to any cause within the Contractor's reasonable control, the Centre may impose a contractual penalty on the Contractor up to 0.5% (zero point five percent) of the total Contract Price for each Day following initial Delivery Date(s) specified in the Contract, but not to exceed 10% (ten percent) of the total Contract Price. This penalty may, at Centre's sole discretion (i) be deducted by the Centre from any sum(s) due, or to become due, to the Contractor or (ii) be payable immediately in case of termination. The payment of this penalty is without prejudice to the Centre's other rights and remedies for the Contractor's failure to meet its obligations in accordance with the terms and conditions of the Contract;

## **11 INTELLECTUAL PROPERTY**

- (a) The Contractor hereby grants to the Centre a non-exclusive, transferable, perpetual, irrevocable, world-wide, and royalty-free license to use the final version of the Deliverables under this Contract in any manner or form for the pursuit of the mandate of the Centre, as specified in its Establishment Agreement. This license shall include:
  - (i) the right to reproduce (copy), translate, publish, distribute, rent and lend, broadcast, perform or display in public, to make available via the internet, and to make use of the Deliverables in any future type of use not yet known at present;
  - (ii) the right to cut, truncate or otherwise alter or modify the Deliverables in any way and to any extent whatsoever and to use the cut, truncated, modified or altered Deliverables as stipulated under § (a)(i) of this Article;
  - (iii) the right to first publication of the Deliverables that have not yet been published or otherwise been made accessible to the public at the time of contracting.
- (b) Unless otherwise agreed in the Contract, the Centre shall not be obliged to add a designation of authorship or any other reference of origin to the Deliverables. However, if the Centre, at its sole discretion, decides to add a designation of authorship or reference of origin, respectively, the Centre shall not be bound to any obligations or other restrictions as to formal requirements or content of such designation or reference. In any case, Centre shall be entitled to expressly refer to the rights to the Deliverables it has been granted under this Contract.
- (c) The Contractor warrants that:
  - (i) it owns all the rights required for the Centre to use the Deliverables as stipulated under this Contract or it is authorised by the owner of the respective right to grant these rights to the Centre;

- (ii) the use by Centre of the Deliverables will not result in or constitute a breach of any third party rights to the Deliverables, in particular copyrights to pre-existing elements or parts of the Deliverables, personality rights such as name rights, rights to one's own image or rights to privacy, or other intellectual property rights; and
  - (iii) the Deliverables do not contain any contents that might cause reputational damage to third persons or amount to libel.
- (d) Should claims be raised against the Centre as a result of a breach of a warranty made under § (c) above, the Contractor shall hold harmless the Centre and shall indemnify it to the full extent of any damages or awards arising from such claims, including reasonable legal expenses.
- (e) The obligations in this Article shall not lapse upon satisfactory completion of the Services or termination of the Contract by either Party.

## **12 NO CONFLICT OF INTEREST**

The Contractor declares that, except as may have been disclosed to the Centre in writing, neither it nor any of its personnel has a Conflict of Interest with the Centre, and that it shall immediately disclose in writing any actual or potential Conflict of Interest that later arises and await further instructions from the Centre. Any violation of this Article shall constitute a material breach, entitling the Centre to terminate the Contract with immediate effect.

## **13 RESPONSIBILITY FOR PERSONNEL; INSTRUCTIONS**

- (a) The Contractor shall be responsible for the technical and professional competence of its personnel, and will select, for the performance of any Services, suitably qualified and competent individuals.
- (b) The Contractor shall neither seek nor accept instructions from any authority external to the Centre in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Centre and shall fulfil its commitments with the fullest regard to the interests of the Centre.
- (c) Nothing in §§ (a)-(b) of this Article shall be construed as creating any obligation on the part of the Centre with respect to the Contractor's personnel assigned to provide Deliverables under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

## **14 ASSIGNMENT OF KEY PERSONNEL**

- (a) The Contractor shall not replace or withdraw any Key Personnel referred to in the Contract for the performance of the Services without the prior written approval of the Centre.
- (b) Prior to assignment, replacement or withdrawal of any Key Personnel performing the Services, the Centre may request that the Contractor submit to the Centre a curriculum vitae and detailed justification in order to allow the Centre to evaluate the impact such assignment, replacement or withdrawal may have on the performance of the Services.
- (c) In the event of the withdrawal of any Key Personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor's Key Personnel shall be at the sole cost and risk of the Contractor.

## **15 KAICIID STAFF MEMBERS NOT TO BENEFIT**

The Contractor shall not grant to any official of the Centre any direct or indirect benefit or preferential treatment on the basis of the Contract or the award thereof. Any violation of this Article shall constitute a material breach, entitling the Centre to terminate the Contract with immediate effect.

## **16 OBSERVANCE OF LAW AND STANDARDS**

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of the Contract, including but not limited to labour laws and health and safety standards.

- (b) Attainment of any license, permit or authorization that is required for provision of the Deliverables shall be the sole obligation of the Contractor. Should any governmental entity refuse, delay or hinder the Contractor's ability to obtain any such license, permit or authorization, the Contractor shall immediately notify the Centre.
- (c) The Contractor shall neither directly nor indirectly engage in any business activity that contravenes economic sanctions imposed by the United Nations.
- (d) Neither the Contractor nor its personnel shall, directly or indirectly, engage in any practice inconsistent with international human rights laws and standards that prevent, inter alia, child labour, sexual exploitation and trafficking in human beings.

## **17 DISCRETION AND CONFIDENTIALITY**

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract. Unless required in connection with the performance of the Contract or expressly authorized in writing by the Centre, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the Centre. The Contractor shall not, at any time, use such information to any private advantage. These obligations shall survive the completion, expiration, cancellation or termination of the Contract.

## **18 NO ADVERTISING**

Unless authorized in writing by the Centre, the Contractor shall not advertise or otherwise make public for the purpose of commercial advantage the fact that it is a contractor to the Centre, or use the name, emblem, logo, official seal or any abbreviation of the Centre.

## **19 NO ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract except with the express written consent of the Centre. Any assignment made without such consent shall be void and without effect.

## **20 NO SUBCONTRACTING**

- (a) The Contractor shall not subcontract any of its obligations under the Contract without the express written consent of the Centre. The Centre may require the Contractor to furnish particulars of any proposed subcontractor as it deems necessary.
- (b) The Centre's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract.

## **21 INSURANCE**

- (a) For the entire duration of the Contract the Contractor shall, unless otherwise specified in the Contract, maintain insurance coverage, in amounts required by applicable law or in the absence of legal obligations in amounts consistent with industry standards, for, at a minimum:
  - (i) third-party claims for death, bodily injury and loss of or damage to property arising from or in connection with provision of the Deliverables;
  - (ii) workers' compensation; and
  - (iii) professional indemnity insurance, including coverage for errors or negligence or failures in design by the Contractor.
- (b) Insurance for any Goods provided under the Contract shall be in accordance with the Delivery Term (i.e. INCOTERM) specified in the Contract.

- (c) Upon request by the Centre, the Contractor shall promptly produce documentary evidence that any required policies are in force. Additionally, the Contractor shall promptly present to the Centre any information concerning a reduction in insurance coverage.
- (d) If the Contractor fails to comply with its obligations under this Article, the Centre shall be entitled to procure equivalent insurance and, without limitation, to deduct such costs from any sums due to the Contractor.
- (e) Unless otherwise specified in the Contract, the Contractor acknowledges and agrees that the Centre accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

## **22 RECORDKEEPING**

The Contractor shall keep accurate and systematic accounts and records in respect of its performance of the Contract, in accordance with internationally accepted bookkeeping standards and principles.

## **23 AUDIT**

The Contractor shall permit the Centre or its designated representative periodically, and up to 7 (seven) years after the completion, expiration, cancellation or termination of the Contract, to examine these accounts and records and to have them audited by third parties appointed and paid by the Centre.

## **24 NO ESCALATION**

Unless otherwise stated in the Contract, the Contract Price(s) is not subject to escalation within the applicable period, unless explicitly agreed by the Parties in the Contract or through a subsequent formal amendment.

## **25 INVOICES AND VAT**

- (a) All invoices shall be in original and shall reference: (i) the Centre's Contract number; (ii) a description of the Services or Goods provided; (iii) the quantity(ies) of the Services or Goods provided; (iv) the unit and total Price(s) of the Services provided and any Goods delivered; and (v) the currency of the invoice and payment as specified in the Contract.
- (b) The Contractor shall charge to and invoice the Centre for Value Added Tax (VAT) to the following extent:
  - (i) A Contractor established in Austria shall charge the applicable VAT and include it in the invoices on a separate line as the Centre in Austria is merely entitled to a refund of any VAT actually paid but does not enjoy a VAT exemption at source.
  - (ii) A Contractor established in the EU, except for Austria, shall not charge or include VAT in the invoices as the Centre is exempt at source from VAT under Article 151(1)(b) of EU Directive 2006/112/EC, as amended by EU Council Directive 2009/162/EU. If so requested by the Contractor, the Centre will obtain the relevant exemption certificate from the Austrian authorities and issue them to the Contractor.
  - (iii) If a Contractor established in a country outside of the EU charges the applicable VAT, it shall include it in the invoices on a separate line, unless the Centre, pursuant to applicable local legislation, enjoys a VAT exemption or is entitled to a zero-percent VAT rate, in which case the Contractor shall not charge or include VAT in the invoices.
- (c) If it is later determined that the Contractor was not liable for any tax that was included in the Price paid by the Centre, or that having paid any tax the Contractor is entitled to a refund, the Centre shall have the right to deduct the full amount of excess charges by the Contractor from payments under one or more subsequent invoices; payment of such an adjusted amount shall constitute full payment by the Centre. The Contractor shall be liable to the Centre for the full amount of excess charges, and upon a written demand by the Centre shall promptly return any amounts that are not offset by adjustments under this § 25. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.

## 26 TAX LIABILITY

Unless otherwise specified in the Contract, payment of all taxes relating to provision of the Deliverables shall be the exclusive responsibility of the Contractor, and the Centre shall have no obligation to withhold or pay such taxes on the Contractor's behalf.

## 27 PAYMENT

- (a) Unless otherwise stipulated in the Contract, the Centre shall make payment within 30 (thirty) Days upon the Centre's acceptance of:
  - (i) the satisfactory performance of the Services or the satisfactory delivery of the Goods, as applicable; or
  - (ii) the original, conforming invoice issued by the Contractor;whichever comes later.
- (b) Payment for any Deliverables by the Centre shall not be deemed an acceptance thereof.
- (c) The Centre shall not pay any surcharge for late payments.

## 28 WITHHOLDING OF PAYMENTS

Without prejudice to any other right or remedy the Centre may have, the Centre may withhold any payment or part(s) thereof to the Contractor to the extent necessary to protect the Centre from loss under the Contract on account of any breach or default by the Contractor. Any such withholding by the Centre shall not affect the Contractor's obligation to continue performance under the Contract. No interest shall accrue on payments withheld by the Centre in accordance with this Article.

## 29 LIABILITY

- (a) The Contractor shall be liable for Direct Damages arising from or relating to the negligent breach by the Contractor of this Contract. The Contractor shall not be liable for:
  - (i) any loss of profits, business, revenue, goodwill, or loss of data; or
  - (ii) Indirect Damages or Consequential Damages.
- (b) In addition to any penalties that the Centre may impose under § 10(b), the liability of the Contractor under this Contract, unless covered by an insurance to be maintained by the Contractor under § 21 and unless otherwise specified in the Contract, shall not exceed ten times the aggregate Contract Price.
- (c) The liability cap specified in § (b) shall not apply to damages arising from or relating to:
  - (i) gross negligence ("*grobe Fahrlässigkeit*") and wilful conduct ("*Vorsatz*");
  - (ii) death or personal injury resulting from the Contractor's negligence, irrespective of the degree of negligence;
  - (iii) claims brought by the Contractor's employees, agents or subcontractors against the Centre in relation to worker's compensation;
  - (iv) claims brought by a third party against the Centre in relation to the performance of this contract by the Contractor, in particular claims with regard to infringement of intellectual property rights (§ 11(d) above)
  - (v) warranty claims (§§ 5(f) or 6(c)).
- (d) The Centre shall be liable to the Contractor for Direct Damages caused by the Centre's gross negligent breach of this Contract, but the Centre shall not be liable for:
  - (i) any loss of profits, business, revenue, goodwill, or loss of data; or
  - (ii) Indirect Damages or Consequential Damages.

- (e) For the purpose of this Article, "Centre" shall also include the Centre's (permanent or temporary) staff members, and its agents; "Contractor" shall also include the Contractor's employees, agents and subcontractors.

### **30 TERMINATION FOR CONVENIENCE**

- (a) Unless otherwise stated in the Contract, the Centre shall have the right to terminate the Contract at any time, in whole or in part, by serving a 30 (thirty) Day written notice to the Contractor.
- (b) In the event of termination under this Article the Contractor shall be paid, in accordance with the Prices, for Deliverables that have been provided and accepted by the Centre and that remain unpaid. The Contractor may charge the Centre for actual costs reasonably and properly incurred up to the date of termination by the Centre under this Article, but in no case shall the total amount of payment to the Contractor exceed the aggregate Contract price. The Contractor shall have no claim for damages, compensation, loss of profit or otherwise except as provided in this Article.

### **31 TERMINATION FOR BREACH**

- (a) The Centre may hold the Contractor in default if the Contractor fails or refuses:
  - (i) to make available or deliver any or all of the Goods or to perform the Services under the Contract, including due to the inability to obtain required authorizations pursuant to § 16(b); or
  - (ii) to comply with any or all of the other terms and conditions set out in the Contract.
- (b) When the Contractor is thus in default, the Centre may, at its sole discretion:
  - (i) impose late delivery penalties in accordance with § 10(b);
  - (ii) by written notice, set a reasonable period of time for the Contractor to remedy its default; if the Contractor does not remedy its default within the additional period of time the Centre may then terminate the Contract with immediate effect; or
  - (iii) by written notice to the Contractor, terminate the Contract immediately in whole or in such part or parts in respect of which the Contractor is in default. In this case the Centre may engage another contractor to provide the Deliverables and recover from the Contractor, in addition to any late delivery penalties payable up until the termination date under § 10(b), any resulting additional costs. If pursuant to the Contract the Contractor furnishes a performance security, the Contractor shall be liable to the Centre for the full amount not covered thereunder.
- (c) If the Centre fails to pay an outstanding invoice within the time limit specified in § 27(a), the Contractor shall issue a written reminder to the Centre and grant the Centre another 15 (fifteen) Days from receipt of this reminder to pay the outstanding invoice, whereby the burden of proof for the receipt by the Centre of this reminder rests with the Contractor. If the Centre fails to pay the outstanding invoice upon receipt of this reminder within this additional period of time, the Contractor may then terminate the Contract by giving the Centre 30 days' notice.

### **32 TERMINATION FOR INSOLVENCY, BANKRUPTCY ETC.**

- (a) Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the Centre may with immediate effect and without prejudice to any other right or remedy available to it, suspend performance of the Contractor's obligations or terminate the Contract with immediate effect, by providing the Contractor with written notice thereof.
- (b) Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the Centre may, without prejudice to any other right or remedy available to it, terminate the Contract with immediate effect by providing the Contractor with written notice thereof.
- (c) The Contractor shall immediately give written notice to the Centre of the occurrence of any circumstance known or likely to alter materially the Contractor's legal or financial status, including

but not limited to actual or pending liquidation, reorganization, change of ownership, insolvency or bankruptcy.

### **33 TERMINATION FOR FORCE MAJEURE**

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than 3 (three) Days, the Contractor shall give notice and full particulars in writing to the Centre. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the Centre may terminate the Contract with immediate effect by providing written notice to the Contractor.

### **34 GOVERNING LAW AND SETTLEMENT OF DISPUTES**

- (a) The law of the Republic of Austria will apply to this Contract.
- (b) Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, will, unless it is settled amicably by direct negotiation, be settled by arbitration in accordance with the relevant Optional Rules for Arbitration of the Permanent Court of Arbitration involving international organizations and private parties; whereby:
  - (i) the arbitration agreement will be governed by the law mentioned in § (a) of this Article;
  - (ii) there will be one arbitrator, appointed by the Secretary General of the Permanent Court of Arbitration;
  - (iii) the place of arbitration will be Vienna, Austria, but the Parties may agree to conduct specific activities of the arbitral proceedings elsewhere;
  - (iv) the language to be used in the arbitral proceedings will be English;
  - (v) the arbitrator will have no authority to award punitive damages nor interests in excess of five (5) percent, and such interest shall be simple interest only;
  - (vi) the arbitration award rendered in accordance with such arbitration will be the final adjudication of any such dispute, controversy, or claim.

### **35 PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Centre under international or national law, including, but not limited to, immunity from any form of legal process and any measure of execution.

### **36 GOVERNING LANGUAGE**

Unless otherwise agreed by the Parties, English shall be the binding and controlling language for all matters relating to the Contract.

### **37 NOTICES**

Unless otherwise agreed by the Parties in writing, any notice given in connection with the Contract shall be in English, and shall be deemed to be validly given if sent by registered mail or by facsimile or by electronic mail to the contact specified in the Contract.

### **38 AMENDMENTS**

- (a) No modification, amendment or change to the Contract, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract, signed by a duly authorized representative of each Party.
- (b) Unless otherwise specified in the Contract, a change to the person(s) acting as a Party's contractual or technical focal point(s) does not require a formal amendment, and may be affected by means of a written notification.

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