**GENERAL TERMS AND CONDITIONS**

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor and neither the Contractor, nor any subcontractor, nor any of their personnel shall be considered to be employees or agents of Nacro.

**2. PAYMENT TERMS**

(a) Nacro shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon the Nacro’s acceptance of the work specified in the Contract.

(b) The prices shown in the Contract cannot be increased except by express written agreement by the Nacro. Nacro will not pay any charge for late payment unless expressly agreed to in writing.

**3. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall supervise and be responsible for the professional and technical competence of its employees and shall 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 a high standard of moral and ethical conduct.

**4. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to the Nacro in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect Nacro and shall fulfil its commitments with the fullest regard to the interests of the Nacro.

**5. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the award thereof to any official or employee of Nacro. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.

**6. ASSIGNMENT AND INSOLVENCY**

(a) The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Nacro.

(b) Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, Nacro may, without prejudice to any other rights or remedies, immediately terminate the Contract by giving the Contractor written notice of termination.

**7. SUBCONTRACTING**

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval of Nacro for all subcontractor(s). Nacro’s approval of a subcontractor shall not relieve the Contractor of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

**8. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless and defend at its own expense Nacro, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers’ compensation, product liability and to liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

**9. INSURANCE AND LIABILITIES TO THIRD PARTIES**

(a) The Contractor shall provide and thereafter maintain all appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury, bodily injury or death arising from the execution of the Contract.

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

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from or in connection with the implementation of the Contract.

(d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:

1. Name Nacro as additional beneficiary (additional insured);
2. Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against Nacro;
3. Provide that Nacro shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
4. The Contractor shall, upon request, provide the Agency with satisfactory evidence of insurance

**10. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any office or on file with Nacro against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

**11. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by Nacro shall rest with Nacro and any such equipment shall be returned to Nacro at the conclusion of the Contract or when no longer needed. Such equipment, when returned shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate Nacro for any damage or degradation of the equipment that is beyond normal wear and tear.

**12. OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the Contract.

**13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

Except as otherwise expressly provided in the Contract Nacro shall be entitled to all intellectual property and other property rights, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced, prepared or collected in consequence or in the course of the execution of the Contract. At the request of the Agency, the Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such proprietary rights and transferring them to the Agency in compliance with the requirements of the applicable law.

**14. CONFIDENTIALITY**

(a) All technical, financial or other documentation and data the Contractor compiled for or received from Nacro under the Contract shall be treated as confidential and shall be delivered only to Nacro’s authorised officials on completion of the Work or as requested by Nacro.

(b) The Contractor may not communicate at any time to any other person, Government or authority external to Nacro, any information known to it by reason of its association with Nacro which has not been made public except with the authorisation of Nacro, nor shall the Contractor at any time use such information to its advantage. These obligations do not lapse upon termination of the Contract.

**15. PUBLICITY**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage that it is a Contractor of Nacro, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of Nacro or any abbreviation of the name in connection with its business or otherwise, without the prior written approval by Nacro.

**16. FORCE MAJEURE**

(a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.

(b) In the event of or as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to Nacro of such occurrence if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify Nacro of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with the Contractor’s performance under the Contract. Upon receipt of the notice required under this Article, Nacro shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(c) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Agency shall have the right to terminate the Contract on the same terms and conditions as are provided for in Article 17 (“Termination”) of these General Terms and Conditions, except that the period of notice may be seven (7) days instead of thirty (30) days.

**17. TERMINATION**

(a) Nacro may terminate the Contract in whole or in part, and at any time, upon thirty (90) days’ notice of termination to the Contractor. The initiation of arbitral proceedings in accordance with Article 18 (“Settlement of Disputes”) of these General Terms and Conditions, shall not be deemed a termination of the Contract.

(b) In the event of termination by Nacro, no payment shall be due from Nacro to the Contractor except for work and services satisfactorily performed in accordance with the express terms of the Contract.

(d) Should the Contractor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, Nacro may, without prejudice to any other right or remedy it may have under the Contract terminate the Contract forthwith. The Contractor shall immediately inform Nacro of the occurrence of any of the above events.

**18. SETTLEMENT OF DISPUTES**

(a) 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 thereof.

(b) Any dispute, controversy or claim that is not settled under the preceding paragraph, shall be referred to arbitration in accordance with the CEDR arbitration rules as at present in force.