

General Conditions of Contract



Contractor 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 Together for Inclusion International (TOFI) from Contractor. TOFI 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 TOFI and Contractor and may be supplemented by terms and conditions in a purchase order or a separate agreement or contract ("Contract") issued to the Contractor. No other terms and conditions shall be deemed accepted by TOFI unless and until TOFI expressly confirms its acceptance in writing.

2. LEGAL STATUS OF THE PARTIES

Contractor shall be considered as having the legal status of an independent contractor in relation to TOFI. Contractor's named personnel, staff, and any sub-contractors shall not be considered in any respect as being employees or agents of TOFI and shall have no right to receive any employee benefits provided by TOFI to its employees. Contractor shall not be considered a partner of TOFI 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 TOFI 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 TOFI. Nothing in the Contract or these General Conditions shall prevent the assignment by TOFI 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 TOFI for all sub-contractors, which shall not be

unreasonably delayed.

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 TOFI 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 TOFI may require Contractor to terminate a sub-contract where the acts or omissions of the relevant sub-contractor would have given rise to TOFI'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

7.1 If the Contract involves the purchase of goods by TOFI, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply under the Contract:

7.1.2 Shipment and delivery: All goods shall be delivered TOFI locations as agreed place of delivery by the delivery date as stated in the Contract unless otherwise agreed.

7.2 In the case of Subcontract agreements: If the Contract involves the purchase of goods or services, TOFI procurement guidelines will apply to Contractor. Contractor may use its own respective procurement guidelines only if they are in accordance with the Contracting Authority's requirements and procedures. Contractor must share its internal procurement guidelines with TOFI prior to any procurement. Contractor is solely responsible for the settlement and satisfaction of all contractual and administrative claims and obligations arising out of procurement transactions for the purpose of this Contract.

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, TOFI 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 TOFI 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 TOFI 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 TOFI 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 TOFI 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 TOFI 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 TOFI. 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, TOFI may, by contract or otherwise, correct or replace with similar services and charge to Contractor the cost occasioned to TOFI, or make an equitable adjustment in the contract price.

9. PAYMENT

9.1 In consideration of all work and services provided by Contractor within 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 9.2 shall apply if Contractor provides any work or services on a time input basis. Clause 9.3 shall apply if Contractor provides any work or services on a fixed fee basis. The remainder of Clause 9 shall apply in either case.

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

9.2.1 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;

9.2.2 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.

9.2.3 payment will be made against verified original invoices and Time Sheets submitted by you to TOFI within 30 days from receipt.

9.3 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:

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

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

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

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

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

9.7 Authority to incur and reimbursement of expenses will be subject to TOFI'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.

9.8 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 TOFI 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 TOFI to make such a deduction and pay such amount to the relevant tax authority.

9.9 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 TOFI any charges, costs, claims or penalties incurred by TOFI 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 9.9, Contractor shall be entitled to rely on any applicable limitation or exclusion on which TOFI would be able to rely under the Contract.

9.10 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.

9.11 Prior to payment, Contractor shall present signed Waybills/Packing List showing delivery has been made or signed Certificate of Completion of Services, whichever is applicable.

9.12 The total contract price shall be the sole remuneration owed by TOFI 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:

11.1.1 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

11.1.2 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 TOFI 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.

11.3 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 TOFI is wholly true and accurate and can be evidenced by Contractor immediately upon TOFI's request;

11.4 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 TOFI for all costs, losses, damages, liabilities, expenses, and/or claims brought against TOFI by third parties arising out of:

12.1.2 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;

12.1.3 defective products; and

12.1.4 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 its 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 TOFI 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 TOFI TO CONTRACTOR

Title to any equipment and supplies that may be provided by TOFI to Contractor for the performance of any obligations under the Contract shall remain with TOFI, and any such equipment shall be returned to TOFI at the conclusion of the Contract or when no longer needed by Contractor. Such equipment, when returned to TOFI, shall be in the same condition as when delivered to Contractor, subject to normal wear and tear, and Contractor shall be liable to compensate TOFI 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, TOFI 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 TOFI 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 TOFI.

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 Contract that Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, TOFI does not and shall not claim any ownership interest thereto, and Contractor grants to TOFI 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 TOFI

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 TOFI, nor shall Contractor in any manner whatsoever use the name or official logo of TOFI, or any abbreviation of the name of TOFI in connection with its business or otherwise without the prior written permission of TOFI.

18. CONFIDENTIALITY

18.1 All information relating to TOFI's 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". Contractor undertakes not to disclose, either directly or indirectly any Confidential Information Contractor may acquire in any manner and

Contractor further undertakes to use all Confidential Information disclosed to Contractor exclusively for the provision of the goods and/or services under the Contract.

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

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

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

18.2.3 is developed by Contractor independent of the disclosure of Confidential Information by TOFI.

18.3 Contractor acknowledges that a violation of this Clause would cause immediate and irreparable harm to TOFI for which money damages would be inadequate. Therefore, TOFI will be entitled to relief for the Contractor's 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 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 warrants and represents that it will only use or process any data that identifies a person that may be delivered or disclosed to the Contractor by TOFI during the course of the Contract, together with any extra or updating legislation that impacts the TOFI and any rules or regulations that are issued by authorities that are responsible for supervising the TOFI.

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 TOFI 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 TOFI 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, TOFI 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, TOFI 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, TOFI 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 TOFI 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 Either Party may terminate the Contract for cause, in whole or in part, in accordance with the following provisions. Termination without cause will be the sole right of TOFI. The initiation of arbitral proceedings in accordance with Clause 25.2 below, shall not be deemed a termination of the Contract.

21.2 Termination for cause: Without limitation, TOFI 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:

21.2.1 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;

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

21.2.3 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 TOFI of the occurrence of any of the above events);

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

21.2.5 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, TOFI may declare the Contract voided or terminate the Contract for the part not performed;

21.2.6 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, TOFI reserves the right to terminate this agreement on written notice (does not apply to contracts for goods).

21.2.7 is in non-compliance of DCR's Supplier Code of Conduct

21.2.8 has breached the requirements of the GDPR (Clause 19.2)

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

21.3 Termination without cause: In the event of termination without cause on the part of Contractor, TOFI may terminate this Contract by giving Contractor thirty (30) days' notice in writing at any time.

21.3.1 In the case of Subcontract Agreements: TOFI 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 TOFI and Contracting Authority permit, Contractor may be entitled to

respond in writing to any request by Contracting Authority to terminate Contractor's services.

21.4 Consequences of termination: In the event that grounds for Contract termination arise, TOFI 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 TOFI's direct responsibility, in which case Contractor shall be obliged to pay all additional costs arising for TOFI;

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 TOFI;

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

21.4.4 in the event that TOFI's mandate or funding is curtailed or terminated, Contractor shall be reimbursed by TOFI 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 TOFI under this Clause, no payment shall be due from TOFI 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 TOFI's notice of termination. In the case of termination, any liability of TOFI 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 TOFI 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, TOFI shall have no obligation to purchase any minimum quantities of goods or services from Contractor, and TOFI 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. Where the Parties wish to seek such an amicable settlement through conciliation, 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, within sixty (60) calendar days after receipt by one Party of the other Party's written request for such amicable settlement, 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 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 in the Contract, or waiver of any of its terms or any additional contractual relationship of any kind shall be valid and enforceable against TOFI unless provided by an amendment to the Contract signed by Contractor and TOFI.

27. AUDITS AND INVESTIGATIONS

27.1 Each invoice paid by TOFI shall be subject to a post-payment audit by auditors, whether internal or external, of TOFI or by other authorized and qualified agents of TOFI or the Commission of European Communities, Court of Auditors of European Community, European Anti-fraud Office, 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. TOFI shall be entitled to a refund from Contractor for any amounts shown by such audits to have been paid by TOFI other than in accordance with the terms and conditions of the Contract.

27.2 TOFI 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 TOFI 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 TOFI hereunder.

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 30-40 constitutes an essential term of the Contract and that any breach of any of these terms shall entitle TOFI to end the Contract or any other contract with TOFI immediately upon notice to Contractor, without any liability for termination charges or any other liability of any kind.

30. SOURCE OF INSTRUCTIONS

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

31. OFFICIALS NOT TO BENEFIT

Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of TOFI any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with TOFI or the award of it or for any other purpose intended to gain an advantage for Contractor, whether of a financial or other nature. Contractor agrees that breach of this provision may lead, at TOFI's sole discretion, to the full avoidance of the Contract irrespective of any work already performed. Avoidance shall exclude any right of Contractor to claim any payment, even for work already performed. Avoidance will be without prejudice to any further remedies that TOFI may be entitled to hereunder or at law with particular reference to refund of payments already made, claims for damages and losses occurred, bribery, and fraud. The provision under this Clause shall also apply with respect to any sub-contractor for the part of work related to such sub-contractor.

32. 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 TOFI, as such obligations are set forth in TOFI vendor registration procedures.

33. ANTI-TERRORISM

Contractor represents and warrants that it will not under any circumstances transact business with any individuals or

entities associated with terrorism and will comply with any anti-terror vetting requirements included within the Contract.

34. CHILD LABOR

Contractor represents and warrants that neither it, its parent entities (if any), nor any of Contractor's subsidiary or affiliated entities (if any) is 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.

35. 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:

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

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

36. SEXUAL EXPLOITATION

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

36.2 TOFI shall not apply the foregoing standard relating to age in any case in which Contractor's staff or any other person who may be engaged by Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's staff or such other person who may be engaged by Contractor to perform any services under the Contract.

37. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO TOFI

Contractor warrants that it has instructed its staff to refrain from any conduct that would adversely reflect on TOFI and from any activity which is incompatible with the aims and objectives of TOFI or the mandate of TOFI to ensure the protection of refugees and other persons of concern to TOFI. Contractor hereby undertakes to take all possible all possible measures to prevent its staff from exploiting and abusing refugees and other persons of concern to TOFI. The failure of Contractor to investigate allegations of exploitation and abuse against its staff or related to its activities or to take corrective action when exploitation or abuse has occurred shall entitle TOFI to end the Contract immediately upon notice to Contractor, at no cost to TOFI.

38. 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. The failure of Contractor to investigate allegations of human trafficking for whatever purpose, including forced labor, against its staff or related to its activities or to take corrective action when any allegations have been proven to have occurred shall entitle TOFI to end the Contract immediately upon notice to Contractor, at no cost to TOFI.

39. ENVIRONMENTAL SUSTAINABILITY

Contractor acknowledges that it shall perform all services under the Contract in an environmentally sustainable and accountable manner and agrees to:

39.1 establish and maintain appropriate procedures to and evaluate and select suppliers and sub-contractors based on their commitments to environmental sustainability and accountability;

39.2 assess and reduce the environmental impact of its own products and services throughout their entire life cycle; and

39.3 use material resources responsibly, in order to achieve sustainable growth that respects the environment and the rights of future generations.

40. RULE OF ORIGIN AND NATIONALITY

40.1 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.

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

41. 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.

42. 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.