

THE WORLD BANK GROUP
GENERAL TERMS AND CONDITIONS
CONSULTING SERVICES
August 2016

This Contract is between the **INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT** or **INTERNATIONAL FINANCE CORPORATION** (the "Purchaser"), and the Contractor for the services described in this Contract.

1. CONTRACT DOCUMENTS AND SCOPE OF WORK

1.01 Contractor shall provide to Purchaser consulting services as stipulated in Annex A.

1.02 The Contract Documents shall consist of:

- (a) The Contract and any Special Conditions (SC) therein;
- (b) These General Terms and Conditions;

1.03 In the event of a conflict between the terms of the Contract and any other of the Contract Documents, the provisions of this Contract and Annexes A and B shall govern, and take precedence, unless otherwise expressly agreed by the Purchaser, in writing.

1.04 The Contract Documents shall include all modifications or changes agreed upon in writing between the parties and issued during the Term of this Contract. Any such modification or change shall supersede the original Contract Documents where modified or changed.

1.05 Contractor agrees to furnish to the Purchaser and the Purchaser agrees to accept, on the terms and conditions set forth in this Contract, the services described in the Contract Documents. Contractor agrees to provide the Service required hereunder: (a) in accordance with the requirements set forth in the Contract Documents; (b) following the applicable industry standards; (c) with qualified personnel throughout all stages of this Contract; and (d) as an independent contractor under the general guidance of the Purchaser.

1.06 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Purchaser and the Contractor. The Contractor, subject to this Contract, has full and exclusive responsibility for and is completely in charge of all Personnel and Subcontractors performing the Service(s). Contractor is also fully responsible for the Service(s) performed by its Personnel and Subcontractors on Contractor's behalf. Contractor's Personnel and Subcontractors shall not act as agents or representatives of Purchaser.

1.07 The Service(s) shall be performed at the locations specified and, where the location of a particular task is not specified, at any other locations the Purchaser may approve.

2. COMPLIANCE WITH APPLICABLE LAW

Contractor represents that it, and its services, are in compliance with all the applicable laws.

3. DEFINITIONS

3.01 The following terms, whenever used in this Contract, shall have the following meaning:

- (a) "Authorized Representative" means an individual who is authorized to legally bind the Purchaser or the Contractor by virtue of his/her signature. He/She can agree to changes to the Service(s), Contract Price and rates, as well as change the designated Contract Manager or Contractor's Representative by providing Notice in accordance with Article 42, Notices.
- (b) "Contractor" means the company, consulting firm, university, organization, or other such entity retained by the Purchaser to perform the Services under this Contract.
- (c) "Contract" means this Consulting Services Contract signed by each party's Authorized Representative together with all the other Contract Documents listed in Article 1 of the signed Contract.
- (d) "Contract Currency" means U.S. Dollars or any other currency of a Purchaser member country as may be specified in the SC.
- (e) "Contract Price" means the price set forth in the SC, to be paid for the performance of the Services; such sum may be adjusted in accordance with Article 11, Changes and Modifications.
- (f) "Contractor's Representative" (CR) – means the person designated in Article 5 of this Contract, appointed by Contractor to coordinate all Contract activities, including but not limited to daily supervision and oversight of the Services and all communications between the Contractor and the Purchaser but excluding those falling within the authority of the Contractor's Authorized Representative as defined in sub paragraph (a).
- (g) "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other exceptionally adverse weather conditions, strikes, lockouts or other industrial action/sanctions (except where such strikes, lockouts or other industrial actions are within

the power of the Party invoking Force Majeure to prevent), public health related events officially declared by a governmental authority, confiscation or any other action ordered by government authorities. Force Majeure Events shall not be deemed to include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's Personnel or agents; (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time this Contract was entered into; and (B) avoid or overcome in the carrying out of its obligations hereunder; or (iii) the insufficiency of funds, inability to make any payment required under this Contract, or any economic conditions, including but not limited to inflation, price escalations, or labor availability.

- (h) "Personnel" means persons hired by the Contractor or by any of its Subcontractors and assigned to the performance of the Service(s) or any part thereof.
- (i) "Purchaser" means the organization, member of the World Bank Group, identified on the first page of this Contract.
- (j) "Purchaser's Contract Manager" or "Purchaser's CM" shall mean the official of the Purchaser referred to in Article 5.
- (k) "Special Conditions" or "SC" means any Special Conditions of Contract incorporated into the Contract.
- (l) "Subcontract" means any agreement entered into by Contractor with another contractor, vendor, supplier, entity or person to furnish or perform a portion of the Service(s). This term includes any agreements between a Subcontractor and its Subcontractor, vendors, suppliers, or other entities or persons providing subcontracted work.
- (m) "Subcontractor" means any person or entity that has entered into a Subcontract with the Contractor, or any of Contractor's Subcontractors to perform part of the Service(s). For purposes of this Contract, Subcontractors are considered Personnel of Contractor.
- (n) "Service(s)" means all services, specified in the Contract Documents or any work order issued by Purchaser under the Contract.
- (o) "World Bank Group" means and includes the International Bank for Reconstruction and Development, the International Development Association, the Multilateral Investment Guarantee Agency, the International Finance Corporation, and the International Center for the Settlement of Investment Disputes.

4. CONTRACT ACCEPTANCE

4.01 The terms of this Contract shall be deemed accepted by Contractor upon the earlier of: (a) Purchaser's receipt of the acknowledged copy of the Contract duly executed by Contractor; (b) commencement of performance of services; or (c) Contractor's acceptance of payment.

5. CONTRACT ADMINISTRATION

5.01 Purchaser designates the representative specified in the SC as the Purchaser's Contract Manager (Purchaser's CM) for this Contract. Purchaser's CM shall monitor the administration and completion of the Contract, according to its terms and conditions, as described below:

- (a) The Purchaser's CM shall be responsible for the coordination of activities between the Purchaser and the Contractor under this Contract.
- (b) The Purchaser's CM shall determine in general if the Contractor is performing the Service(s) in accordance with the Contract Documents.
- (c) The Purchaser's CM shall receive all communications which the Contractor is obligated to submit to the Purchaser under this Contract, including but not limited to changes to the Contract Documents involving the quality level, Description of Service(s), price, rates, delivery and/or completion dates/schedules, name of Subcontractor(s), or list of key Personnel.
- (d) The Purchaser's CM's responsibilities include but are not limited to receiving and approving the Contractor's invoices for payment and accepting the Service(s) and/or deliverables on behalf of the Purchaser. The Purchaser's CM may request a change, however the Purchaser's CM does not have the authority to issue a change to the Contract. Such changes must be made in accordance with Article 11 (Changes and Modifications).
- (e) All communications to Purchaser's CM shall be sent in accordance with Article 42 Notices.

5.02 Contractor designates the representative specified in the SC as the Contractor's Representative (CR) who shall be responsible for the coordination of all Contract activities between the Purchaser and the Contractor under this Contract. In this capacity, the CR responsibilities include but are not limited to daily supervision and oversight of the Service(s) and management of all communications between the Contractor and the Purchaser.

5.03 The Parties may request to change the Purchaser's Contract Manager or Contractor's Representative, as applicable, by providing notice to the other Party in accordance with Article 42 Notices.

6. CONTRACTOR'S PERSONNEL

6.01 Contractor shall provide the services of qualified Personnel through all stages of this Contract. The approved Contractor's key Personnel (which by definition includes Subcontractors) who will perform the Service(s) shall be listed by name and/or title in Annex C. Contractor shall inform its Personnel that they are not agents or employees of the

Purchaser, and that they shall not represent themselves as such.

6.02 No changes to the approved key Personnel shall be made without the express written consent of Purchaser. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the approved key Personnel, the Contractor shall replace him/her with a person of equivalent or better qualifications. Such necessary replacement will be subject to Purchaser's review and approval. The Contractor shall submit a copy of their qualifications and/or biographical data for the Purchaser's review and approval prior to the assignment of such personnel to the Service.

6.03 If the Purchaser: (a) finds that any of the Personnel have committed misconduct or have been charged with having committed a criminal action; or (b) has reasonable cause to be dissatisfied with the conduct or behavior of any of the Personnel or Subcontractors, then the Contractor shall, at the Purchaser's written request, provide as a replacement a person with equivalent or better qualifications, subject to Purchaser's review and approval. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel or Subcontractors.

7. CONTRACT TERM

7.01 The performance of this Contract shall commence and terminate on the dates stated in the SC.

8. PAYMENTS TO CONTRACTORS

8.01 For Services rendered pursuant to Annex A, the Purchaser shall pay the Contractor in accordance with the schedule provided in the SC. The amounts specified in the SC shall include all of the Contractors' costs and profits as well as any tax obligation that may be imposed on the Contractors in connection with this Contract. In addition to the specifics stated in the SC, the applicable remuneration terms shall apply:

- (a) **Lump Sum Fee** – When used in this Contract, this term means that Contractors' total remuneration shall be a fixed lump sum including all Personnel costs, Subcontractors' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Contractors in providing the Services described in Annex A.
- (b) **Lump Sum Fee Plus Reimbursable Expenses** – When used in this Contract, this term means that the Contractors' total remuneration shall not exceed the Contract Price listed in Annex B and shall consist of (i) a fixed lump sum fee including all Contractor's Personnel costs; plus (ii) reimbursable expenses actually and reasonably incurred by the Contractor and/or its Personnel, in the performance of the Services. The reimbursable expenses shall comply with the provisions of Section 8.02. Payments of the

reimbursable expenses will be made to Contractor upon receipt and acceptance of the deliverables stated in the SC.

- (c) **Time-Based** – When used in this Contract, this term means that the Remuneration for the Contractors' Personnel shall be determined on the basis of the time actually spent by such Personnel in performing the Services, at the rate(s) per man/month, day, or hour stated in the SC. In addition, the Contractor shall be paid for reimbursable expenses actually and reasonably incurred by the Contractor in the performance of the Services, in line with the provisions of Section 8.02.

8.02 **Reimbursable Expenditures** - For any reimbursable expenditures applicable under Section 8.01 (b) or (c), these shall consist of and be limited to normal and customary expenditures for official travel approved in advance by the Purchaser's CM including, but not limited to, accommodation, transportation, printing, and telephone charges. Such expenses will be reimbursed at cost without markup upon presentation of a documented statement of expenses. Payments for reimbursable expenditures will be made to the account of the Contractors listed on their invoice and shall not exceed the maximum specified in the SC, as applicable.

8.03 The maximum amount for reimbursable expenses may only be increased above the price stated in Annex B if the Parties have agreed to additional payments in writing, in accordance with Article 11, Changes and Modifications.

9. INVOICING

9.01 Contractor shall submit its invoice within thirty (30) days of Contract deliverable completion in accordance with Annex B.

9.02 Other allowable and allocable expenses, pursuant to the terms of this Contract, shall be invoiced as APPROVED IN ADVANCE AND IN WRITING BY THE PURCHASER'S CM. Original documentation to support reimbursement of expenses shall be included with Contractor's invoices.

9.03 Contractor may submit invoices to the World Bank Accounts Payable Unit, Corporate Expense Services Division. Invoices shall be sent as follows:

- (a) E-mail to HQWBInvoices@worldbank.org, cc: the Purchaser's Contract Manager;
- (b) Each individual Invoice and its supporting documentation must be combined and submitted as a single file; and
- (c) Invoice shall be submitted in .pdf or .tif, file format only;

9.04 Invoices shall contain the following information:

- (a) Purchase Order No. (to be provided);
- (b) Contractor Invoice Number reference;
- (c) Contractor Invoice date;

- (d) Description of the Services invoiced, quantity, unit price, currency, and extended totals; and
- (e) Payment advice information required to ensure unencumbered payment (including, but not limited to ACH, wire transfer, remittance bank information, account number, etc).

9.05 Each invoice shall be accompanied by such data as the Purchaser may require to substantiate Contractor's right to payment, such as time sheets, copies of invoices and requisitions from Subcontractors and material suppliers, or Purchaser's CM acceptance.

9.06 Each invoice along with its supporting documentation shall be sent as a single email attachment in PDF or TIF file format, only; do not combine multiple invoices in a single e-mail attachment or send non-PDF/TIF invoices to avoid rejection and/or delays in payment processing. The payment due date will be calculated based on the date of receipt by the World Bank Group of a proper invoice. For payment status queries, please contact the AP Service Desk at apservice@worldbank.org, referencing your PO and invoice number.

10. PAYMENT

10.01 The Purchaser shall make payment on undisputed amounts within thirty (30) days of the receipt of a correct invoice.

10.02 Taxes: The Purchaser is immune from the payment of import duties, sales, use and excise taxes. Taxes, duties and other impositions on the Contractor are deemed included in the Contract Price. Contractor authorizes the Purchaser to deduct from any invoice presented in connection with this Contract any other allocation for duties or taxes, without prior notice to Contractor and without cost to the Purchaser, any and all amounts representing taxes erroneously charged to the Purchaser. Payment of such corrected invoiced amount shall constitute full payment by the Purchaser.

11. CHANGES AND MODIFICATIONS

11.01 Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, schedule, or Contract Price, may only be made by written modification of this Contract as agreed to between the Parties, and shall not be effective until the written consent of the Purchaser has been obtained.

12. FORCE MAJEURE

12.01 The failure of a Party to fulfill any of its performance obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such failure arises from a Force Majeure Event, and provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures with the objective of

carrying out the Services in accordance with the terms and conditions of this Contract.

12.02 A Party affected by a Force Majeure Event shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

12.03 A Party affected by a Force Majeure Event shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event. The Party affected by a Force Majeure Event shall also provide (i) evidence of the nature and cause of such event, (ii) its expected duration, and (iii) the impact it will have on the performance of the Contract. The Party affected by a Force Majeure Event shall give notice to the other party of the restoration of normal conditions as soon as possible.

12.04 The Parties shall take all reasonable measures to minimize the consequence of any Force Majeure Event.

12.05 Any period within which a Party is required by this Contract to complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure Event, provided that such Party has provided notice as required by this Article and in accordance with Article 42.

13. INSURANCE

13.01 The Contractor shall take out and, during the period of effectiveness of this Contract maintain, at its own cost, appropriate insurance coverage commensurate with the nature and extent of the Services and conditions in the countries where the Services are being performed. Such coverage shall at a minimum comply with the requirements of the applicable law and, in addition, include the following minimum coverages:

- (a) **Contractors providing Services in the United States and all Contractors and Subcontractors incorporated in the United States**
 - i. Worker's Compensation as required by law;
 - ii. Employer's liability insurance in the amount of USD 500,000 per occurrence;
 - iii. Commercial General Liability insurance in the amount of USD 5,000,000 per occurrence;
 - iv. Professional Liability insurance in the amount of USD 1,000,000 per claim and in the aggregate; and
 - v. With respect to automobiles operated in the performance of the Services, USD 1,000,000 combined single limit per occurrence.
- (b) **All other Contractors**
 - i. Contractors incorporated outside of the United States and providing Services outside of the United States are required to have insurance coverage reflective of local market conditions for their country of incorporation or of the country in which the Services are rendered, whichever is higher.

The insurance coverage shall not be less than the minimum insurances listed in the World Bank's Individual Country Requirements –Vendor Insurance as published on the World Bank website at www.worldbank.org/corporateprocurement.

13.02 Upon request, Contractors shall provide the Purchaser with certificates of insurance for coverages referencing the Contract by number. Contractor shall cause its liability insurance provider(s) to include the International Bank for Reconstruction and Development / International Finance Corporation as "additional insured", "indemnity principal", or similar provision on customary or omnibus insurer or industry forms. Purchaser may elect to withhold current payment if current certificates of insurance are not provided.

14. INDEMNIFICATION

14.01 Contractor agrees to indemnify and hold harmless the Purchaser, its officers, directors, employees and agents from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses arising from:

- (a) bodily injury, sickness or death or real or tangible property damage or destruction resulting from the negligent or wrongful acts or omissions in the performance of Services by Contractor, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable in connection with the provision of the Services;
- (b) violation of any intellectual property rights of third parties or of Purchaser, including without limitation rights relating to patents, trademarks, copyrights, or trade secrets, by Contractor, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable; or
- (c) compensation claims covered by Contractor's Workers' Compensation insurance.

14.02 If an employee of Contractor, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable has a claim against Purchaser, its officers, directors, employees, or agents, Contractor's indemnity obligations shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

14.03 The obligation set out in this Article shall survive the expiration or termination of this Contract.

15. LIMITATION ON LIABILITY

15.01 Except as provided in Section 15.02 below, and unless otherwise agreed by the Parties in a particular task order based

on the nature of the Services therein, the total aggregate liability of Contractor for claims asserted by Purchaser under or in connection with this Contract, regardless of the form of the action or the theory of recovery, shall be limited to three times the Contract Price. Each Party acknowledges and agrees that this limitation of liability shall apply whether or not the remedies allowed under this Contract are deemed adequate and whether or not such remedies fail their essential purpose.

15.02 The limitations of liability set forth in this Article 15 shall not apply to the extent the liability arises from:

- (a) The fraud, intentional misconduct, or gross negligence of Contractor, Subcontractor or anyone for whom they may be responsible. For the purposes of this Contract "gross negligence" shall mean any act or failure to act (whether sole, joint, or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifferent to foreseeable harmful consequences; or
- (b) Contractor's obligations to indemnify Purchaser as set forth in Article 14 (Indemnification) above.

16. CONSEQUENTIAL DAMAGES

16.01 Notwithstanding any other provision of the Contract, in no event shall either Contractor or Purchaser be liable to the other party for indirect, incidental, special, punitive or consequential damages of any nature (collectively consequential damages), including, but not limited to, loss of use, loss of revenue, or loss of income, whether arising in contract, tort (including negligence) or other legal theory, even if the possibility of such damages is known at the time of the execution of this Contract.

16.02 The exclusion of consequential damages set forth in Section 16.01 above shall not exclude or affect: (a) Contractor's liability for fraud or intentional misconduct; or (b) Contractor's liability for its indemnity obligations in accordance with Article 14 (Indemnification).

17. SUSPENSION OF WORK

17.01 The Purchaser may order Contractor, by written notice sent in accordance to Article 42 Notices, to suspend, delay or interrupt all or any part of the Services for the period of time that the Purchaser determines appropriate or convenient for the Purchaser.

17.02 If the suspension, delay or interruption under Section 17.01 is unreasonable in duration, the parties may agree to modify the Contract accordingly and adjust it to reflect any change to the Contract Price or delivery date. Under no circumstances will Contractor be entitled to claim loss of profit in connection with or as a result of a suspension. No adjustment will be made for any suspension, delay or interruption to the

extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of Contractor, or suspensions arising from Contractor's failure to abide by its safety obligations hereunder.

17.03 A request for adjustment under this Article shall not be allowed: (a) for any costs incurred more than twenty (20) days before Contractor notifies the Purchaser in writing of the Purchaser's act or failure to act that allegedly caused the suspension, delay or interruption involved; and (b) unless the request, in an amount stated, is asserted in writing within seven (7) days after the end of the suspension, delay or interruption.

18. TERMINATION

18.01 **Termination for Convenience:** Purchaser may terminate the Contract, in whole or in part, if it determines, in its sole and absolute discretion, that a termination is in its best interests. In order to terminate the Contract, Purchaser shall send the Contractor a written termination notice at least ten (10) working days prior to the intended date of termination. Notice of such termination shall state that termination is for the Purchaser's convenience. The notice shall also state the extent to which performance of services under the Contract is terminated, and the termination date. Unless otherwise instructed by the Purchaser, Contractor shall stop work immediately on receipt of the termination notice and follow the instructions and directions of Purchaser. In the event of a termination for convenience by the Purchaser, Contractor shall be entitled to be paid for Services properly performed by Contractor prior to the effective date of termination, provided, however, that such payment shall not exceed the total Contract Price after adjustment to account for the price associated with Services not performed. Contractor will also be paid for unavoidable direct costs, actually incurred by Contractor, and directly related to the termination. Contractor shall not be allowed, and expressly waives, payment for profit on Services that were not performed as of the termination date.

18.02 **Termination for Force Majeure:** Contractor may terminate this Contract, by not less than ten (10) working days written notice sent to the Purchaser if: (i) as the result of a Force Majeure Event, the Contractor is unable to perform a material portion of the Services for a period of more than thirty (30) days; or (ii) in the event the Contractor reasonably determines it is unable to continue to perform the Services due to a change in applicable law prohibiting it from providing such Services; or (iii) Contractor is required to do so to comply with applicable laws, regulations or professional standards. Purchaser may terminate this Contract for Force Majeure, by not less than ten (10) working days written notice sent to the Contractor if: (i) as the result of a Force Majeure Event, the Contractor is unable to perform a material portion of the Services for a period of more than thirty (30) days; or (ii) in the event Purchaser is required to do so to comply with applicable laws, regulations or professional

standards. In the event of a termination for Force Majeure, Contractor shall be entitled to be paid for Service properly performed by Contractor prior to the effective date of termination, provided, however, that such payment shall not exceed the total Contract Price after adjustment to account for the price associated with Services not performed. Contractor shall not be allowed, and expressly waives, payment for profit on Services that were not performed as of the termination date.

18.03 **Termination for Default:** If Contractor materially fails to provide the Services in accordance with the period specified or in the manner required under the Contract; or if the Services do not conform to the requirements under the Contract; or if the Contractor becomes insolvent or unable to meet its payment obligations when due, or breaches any material obligation under the Contract, the Purchaser shall give the Contractor a written notice describing the instances of default and giving the Contractor a reasonable opportunity to cure.

If the Contractor does not cure the default within the period specified in the written notice, the Purchaser may, without prejudice to any other rights available to it by law, terminate the Contract for default by written notice, specifying the reason for the default, the portion(s) of the Contract defaulted and the effective date of default.

If Contractor is in breach of Article 29 (Procurement Integrity) of this Contract or is identified on any terrorist sanctions list recognized by the Purchaser, including, but not limited to, the United Nations 1267 sanctions list, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, this Contract shall be subject to immediate Termination for Default upon written or oral notice to the Contractor.

In the event of a termination for default, Contractor shall be entitled to be paid for Services properly performed prior to the effective date of termination, provided, however, that such payment shall not exceed the total Contract Price after adjustment to account for the price associated with work not performed. Contractor shall not be allowed, and expressly waives, payment for profit on Services which were not performed as of the termination date.

19. DISPUTES

19.01 Any dispute or difference arising out of, or in connection with, this Contract or the breach thereof that cannot be amicably settled between the Parties (including through alternative dispute resolution procedures as may be agreed to by the Parties) shall be arbitrated in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitration shall take place in Washington, D.C. Any resulting arbitral decision shall be final and binding on both parties. Judgment upon any arbitration award may be entered in any

court having jurisdiction thereof. Such judgment shall be in lieu of any other remedy.

19.02 In resolving a dispute hereunder, the parties agree that the Contract will be interpreted in accordance with the substantive laws of New York.

19.03 Pending final resolution of any claim, dispute or action arising under or related to this Contract, Contractor shall, if requested by the Purchaser, proceed diligently with the performance of this Contract.

20. QUALITY ASSURANCE AND REPORTING

20.01 Contractor is responsible for all aspects of quality assurance and quality control for the Services provided under this Contract.

20.02 In addition to the Contractor's quality assurance program, the Contractor agrees, at a minimum: (a) to meet with the Purchaser's Contract Manager to review performance and ensure that it is consistent with the Contract Documents when requested; and (b) to prepare a report of any remedial action required.

21. COPYRIGHT

21.01 The deliverable report(s) and other creative work developed by the Contractor specifically and exclusively for the Purchaser as provided under the Contract, including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein whether on paper, disk, tape, digital file or any other media, (the "Deliverable Service(s)") are considered work made for hire in accordance with the copyright laws of the United States. Purchaser is the sole proprietor of the Deliverable Service(s) from the time of their creation and owns all rights, titles and interests therein throughout the world including, without limitation, the copyright and all related rights.

21.02 To the extent that it is determined that the Deliverable Service(s) do not qualify as work made for hire within the meaning of the copyright laws of the United States, then the Contractor hereby irrevocably transfers and assigns to Purchaser all of its rights, titles and interests in and to the Deliverable Service(s), throughout the world and in perpetuity, to the extent possible, including without limitation all of its rights, titles and interests in copyright and related rights, free of any claim by Contractor or any other person or entity.

21.03 Under no circumstances shall Contractor use, disclose, reproduce, publish, distribute or display copies to the public, modify, or prepare deliverables produced as a result of or in connection with, the Deliverable Service(s) including

derivative works, in whole or in part, without Purchaser's prior written consent.

21.04 All right, title and interest (including, without limitation, rights in patents, trademarks, copyright, and related rights) in Contractor's pre-existing proprietary intellectual property included in the Deliverable Service(s) (the "Pre-Existing Intellectual Property") shall remain with the Contractor. The Contractor hereby grants the Purchaser and the World Bank Group¹ an irrevocable, royalty-free, worldwide license to use, disclose, reproduce, publish, distribute or display copies to the public, or modify or prepare derivative works of such Pre-Existing Intellectual Property, in whole or in part, without the prior written consent of the Contractor. The Contractor shall provide the Purchaser, within 30 days of the contract award, a list of the Pre-Existing Intellectual Property it intends to include in the Deliverable Service(s) and shall supplement such list as and when additional Pre-Existing Intellectual Property is included in the Deliverable Service(s). Contractor will own its working papers, pre-existing materials and software, as well as any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any Deliverables), which the Contractor may have discovered or created as a result of the Services ("Contractor Materials"). The Purchaser has a nonexclusive, non-transferable license to use any Contractor Materials included in the Deliverables for Purchaser's own internal use as part of those Deliverables.

22. INFORMATION SECURITY POLICY FOR CONTRACTORS

22.01 Contractors using Purchaser's systems shall abide by all World Bank Group policies and procedures, as defined in the World Bank Group's Information Security Policy for Contractors and shall ensure that all Contractor and Subcontractor staff observes such rules and regulations. The Purchaser's Information Security Policy for Contractors can be found at the Purchaser's web site at www.worldbank.org/corporateprocurement.

23. SECURITY RULES AND REGULATIONS

23.01 To the extent applicable to Contractor's provision of Services under the Contract, Contractor agrees to review all World Bank Group security rules and regulations. Contractor shall require that all Contractor staff performing services in Purchaser's premises observe such rules and regulations including, but not limited to, the requirements of the Security, Fire and Safety Regulations for World Bank Group Contract Employees (found at www.worldbank.org/corporateprocurement). Access to the Purchaser's premises by Contractor staff shall be subject to Purchaser's prior written approval.

¹ World Bank Group means IDA, IFC, MIGA, and ICSID.

24. PURCHASER PROPERTY

24.01 Equipment purchased for the Service(s) and paid for out of funds disbursed by the Purchaser to the Contractor pursuant to the provisions of this Contract shall be deemed to be the property of the Purchaser. Upon completion of the Service, the Contractor shall transfer such equipment to the Purchaser in accordance with the instructions of the Purchaser. Upon the completion, termination or suspension of the Service, the Contractor shall furnish to the Purchaser information in the form of inventories certified by the Contractor, in respect of the equipment referred to in this Article.

24.02 All Purchaser property, including but not limited to equipment, drawings, research, writings, data in any format (including electronic), or other information furnished to Contractor by the Purchaser for use in the performance of this Contract, shall at all times be the property of the Purchaser. Upon completion, termination or expiration of this Contract, or at such other times as the Purchaser may direct, Contractor will return to the Purchaser all such property, at Contractor's expense.

25. AUDIT

25.01 As used in this Article, "Records" shall include, without limitation and as applicable to the type of Contract or remuneration specified therein, books, documents, accounting records, payroll payment records, accounting policies, practices, procedures, subcontractor files, original estimates, estimate worksheets, records relating to services or quantities delivered, hours of work performed, compliance with contract requirements, proposals, pricing of the contract, subcontract, or modifications, or any other cost, price adjustment, or extra charge claimed under the Contract, change order files, and any other records or performance reports which may have a bearing on matters associated with the Service(s), or with the performance of the Service(s), regardless of the type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

25.02 Contractor agrees to maintain, in accordance with sound and commonly accepted accounting procedures and practices, Records of all direct and indirect costs and disbursements of any nature involving transactions related to this Contract or a Subcontract.

25.03 Contractor shall make its Records available at its office for examination, audit, or reproduction by Purchaser or Purchaser's designated representative, at all reasonable times until the expiration of five (5) years after the date of final payment under the Contract, or for such shorter or longer period, if any, as is required by other Articles of this Contract. Purchaser shall have the right to examine and audit all Records and other evidence sufficient to validate that all amounts invoiced under this Contract comply with the terms of the Contract. Purchaser

will: (i) limit the scope of its audit and examination only to the Contract, (ii) not have access to any other Contractor's information, and (iii) ensure that both itself or its designated representatives will fully comply with Confidentiality and Data Privacy provisions set out in this Contract.

25.04 If an audit determines that Purchaser has overpaid Contractor, Purchaser, in addition to any other rights it may have as a matter of law, shall have the right to: (a) deduct the amount of such overpayment from any payments due or that may become due to Contractor under this Contract; and/or (b) demand that Contractor reimburse Purchaser the amount of any such overpayment. The aforementioned rights shall also apply to any obligations Contractor owed but did not provide to its employees or Subcontractors under this Contract.

25.05 The obligations of Contractor under this Article shall be incorporated into all Subcontracts of any tier, and Purchaser shall have the rights to examine, audit and reproduce Records of all Subcontractors to the same extent and manner as if such Subcontractor had privity of contract with Purchaser.

25.06 The failure of Contractor to comply with the requirements of this Article shall be a material breach of Contract.

26. CONFIDENTIALITY

26.01 Contractor shall keep all work and services carried out hereunder entirely confidential, and not use, publish, or make known to any persons other than its personnel and Subcontractors any information, whether developed by Contractor under this Contract or provided by Purchaser, without Purchaser's prior written authorization. For the avoidance of doubt, Purchaser shall have the right, in its sole discretion, to withhold the authorizations and/or consents referred to in the preceding sentences. The foregoing obligations shall not apply to any information that was in Contractor's possession prior to commencement of work under this Contract, or which is or shall become available to the general public in a printed publication through no fault of the Contractor.

26.02 When consulted by the news media, or others, about the Contract or the Services carried under the Contract, Contractor shall refer the request for information to Purchaser for its response. Purchaser shall be the only party making public representations regarding the Purchaser, this Contract, and/or the Services performed under it.

26.03 Purchaser shall treat information that Contractor has marked as proprietary or confidential in the same manner as Purchaser treats its own proprietary or confidential information.

26.04 Notwithstanding anything to the contrary in this Contract and except for tax advice, neither Party may disclose Confidential Information of the other to a third party except as

may be required by law, statute, rule or regulation (including professional standards and regulations), including any subpoena or other similar form of process, provided that the Party to which the request is made must provide the other Party with prompt prior written notice (where permitted by law) and allow the other Party to seek a restraining order or other appropriate relief.

26.05 Notwithstanding the provisions of this Article 26, for any contract award valued at and over US \$250,000, the World Bank Group reserves the right to publicly disclose contract award information – specifically, in relation to the Contractor, the name of the Contractor receiving the contract and its country, a brief description of the contract goods or services, and the contract award amount. Contractor's proposal and contractual documents will remain confidential and therefore not subject to disclosure.

26.06 The obligations established in this Article shall in no way limit Contractor's internal use of the work created as part of the Services.

27. PURCHASER NAME/LOGO

27.01 Contractor may, without prior approval of the Purchaser, use the Purchaser's name among its references in its customer lists or resumes. Any other use of the Purchaser's name, including use of the Purchaser's logo or discussion of the Service performed by the Contractor for the Purchaser, is not authorized without first obtaining written permission from the Purchaser's Chief, Corporate Procurement Unit.

28. CLOSE RELATIVES AND FORMER WORLD BANK GROUP STAFF

28.01 Contractor shall exert reasonable commercial efforts not to assign to work on this Contract any relatives of current World Bank Group staff, whether they are Contractor's or its Subcontractor's employees. For purposes of this Article, the term "relative" is defined as (including those related by adoption and/or step or half relationship): mother, father, sister, brother, son, daughter, aunt, uncle, niece and nephew.

28.02 In the event the Purchaser or Contractor discovers that a relative of a current World Bank Group staff is performing work under this contract as one of Contractor's or its Subcontractors' employees, Purchaser may direct Contractor to promptly replace the said employee at no additional cost to the Purchaser, with an employee having equivalent skills. Contractor shall also reimburse the Purchaser for any actual direct costs incurred by the Purchaser resulting from an intentional violation of this Article.

28.03 Contractor shall provide Purchaser with a list of Contractor's or Subcontractor's employees (i) that are former World Bank Group staff members, and (ii) who Contractor/Subcontractor intends to assign to provide services

under this Contract. Contractor shall warrant that the said former World Bank Group staff are not subject to any work restrictions by virtue of their former employment with the World Bank Group.

28.04 For purposes of this Article, World Bank Group staff members are defined as World Bank Group employees, and individuals who have worked for the World Bank Group with at least one of the following types of appointments: Short Term Contractor (STC), Short Term Temporary (STT), Extended Term Contractor (ETC), Extended Term Temporary (ETT), Regular, Open-ended, Term, Local, Executive Director's Advisor, or Special Assignment.

29. PROCUREMENT INTEGRITY

29.01 Having due regard to the nature and purposes of the Purchaser as an international organization, Contractor agrees to adhere to the highest standards of ethical competence and integrity in the performance of this Contract. Contractor also agrees to require that all persons assigned to work under this contract conduct themselves in a manner consistent with the Contractor's Code of Conduct.

29.02 Contractor represents that, in providing the Services, it is and will be in compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this Contract.

29.03 Contractor acknowledges that it is aware of and will comply with Purchaser's vendors' policies as posted on Purchaser's Vendor's Kiosk web site (<http://go.worldbank.org/W40WJB5AA0>), including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies (collectively "Purchaser's Vendor Integrity Policies").

29.04 Contractor shall use reasonable efforts to ensure that funds paid to Contractor by the World Bank Group (and to all Subcontractors by Contractor and its Subcontractors) are not used to finance, support or conduct terrorism.

29.05 Contractor and Contractor's employees, Subcontractors and Subcontractor's employees shall, during the term of the Contract, strictly avoid any activities that may create real or apparent conflicts of interest (under Contractor's applicable professional standards) with their duties to the Purchaser under this Contract.

29.06 Contractor warrants that no official or employee of the World Bank Group or its member governments has received or will be offered by Contractor any direct or indirect gifts, favors or benefit arising from this Contract or the award thereof.

29.07 The remuneration of the Contractor shall constitute the sole remuneration in connection with this Contract. The Contractor shall not accept for its own benefit any trade

commission, discount or similar payment in connection with activities pursuant to this Contract, or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Subcontractors, and the employees, agents and representatives of Contractor and any Subcontractors shall not receive any such additional remuneration.

29.08 Contractor agrees that, within 30 days of having reasonable grounds to believe that Contractor, Contractor's employees, Subcontractors or Subcontractors' employees have: (a) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing this Contract; (b) violated Purchaser's Vendor Integrity Policies; (c) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; (d) used funds paid by the World Bank Group to Contractor to finance, support or conduct terrorism; or (e) an actual, potential or apparent conflict of interest, Contractor will disclose it in writing, by providing Notice to Purchaser pursuant to Article 42 (Notices) of such violations, conducts, prohibited use of funds, or conflicts of interest.

29.09 Contractor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Contractor employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Purchaser or other proper authority information relating to a violation of Purchaser's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of this Contract.

30. CONTRACTOR NOT TO ENGAGE IN CERTAIN ACTIVITIES

30.01 The Contractor shall provide professional, objective and impartial services without consideration for future work. The Contractor shall avoid undertaking other assignments that constitute an actual or apparent conflict of interest.

30.02 The Contractor agrees that if, at any time during the Contract Term, it discovers either an actual or potential conflict of interest with respect to this Contract, it shall make a prompt disclosure in writing to the Chief Corporate Procurement pursuant to Article 42 (Notices), which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

30.03 Upon receipt and review of Contractor's written disclosure as per the paragraph above, the Chief Corporate Procurement shall provide the Contractor with written instructions to manage and/or mitigate the conflict. The Purchaser reserves the right to terminate the Contract if such action is determined to be in the best interests of the Purchaser.

30.04 Contractor shall require its Subcontractors to comply with the provisions of this Article 30.

30.05 The Contractor can freely compete or otherwise provide services for a subsequent assignment unless Contractor has an unfair advantage to compete in the relevant bidding process as a result of providing the Services subject of this Contract. In those cases, Contractor shall obtain written consent to provide the assignment from Purchaser. The Purchaser shall not unduly withhold consent unless there is an unfair advantage that cannot be adequately managed or mitigated.

30.06 Notwithstanding the foregoing, in the event the "other assignment" referenced in Section 30.01 or the "subsequent assignment" referenced in Section 30.05 above relates to a project that is financed in whole or in part by a loan from the International Bank for Reconstruction and Development (IBRD), a credit or a grant from the International Development Association (IDA), a project preparation advance (PPA), a grant from IBRD, or a trust fund administered by IBRD and executed by the recipient, the IBRD Guidelines as may be applicable to such loans, credits, grants or trust funds shall govern.

31. BACKGROUND INVESTIGATION

31.01 Prior to employing individuals or Subcontractors to perform services under this Contract on Purchaser premises, Contractor agrees, at its own expense, to perform or cause to be performed in accordance with applicable laws the following background investigation, and to maintain, or cause to be maintained, for 7 years, the results of the investigation in its employee's and its Subcontractor's employee file:

- (a) Criminal records search over the last seven (7) years, with such search being conducted in all jurisdictions where a Social Security check indicated the individual worked and jurisdictions where the individual indicated maintaining residence or going to school; and
- (b) Employment history verification, including dates of employment, performance, salary, job title, eligibility for re-hire, etc., and verification of Social Security numbers to ensure they are valid and issued in the corresponding name. Contractor shall represent and warrant that it has performed the requested record searches and verifications and that, on that basis, its employees and its Subcontractors' employees assigned to work on the Purchaser premises: (a) have not been convicted of a criminal offense (felony or misdemeanor) during the last seven (7) years; (b) are not listed on the National Sex Offender Registry; (c) do not have pending criminal proceedings; (d) have not been convicted for violations (including traffic violations) that would be relevant to performance of employment; and (f) have a valid Social Security number or work permit. Should a Contractor employee have a break in assignment on the Purchaser premises of more than one year, it will be necessary for the Contractor to re-warrant that its employee meets the

forementioned standard prior to requesting renewal of Purchaser-issued ID card.

32. ASSIGNMENT

32.01 Neither this Contract nor any obligation or right under it shall be delegated, subcontracted or assigned by Contractor without the prior written consent of the Purchaser, except that claims for monies due or to become due under this Contract may, in accordance with Section 32.02 below, be assigned to a bank, trust company, or other financial institution, including any federal lending agency by Contractor without such prior written consent.

32.02 In the event that Contractor assigns any monies due or to become due to it hereunder, Contractor shall provide the Purchaser with two copies of each and every such assignment. Contractor also hereby agrees, notwithstanding the terms of any such assignment, that the Purchaser may apply payments owed to an assignee to set-off or recoupment for any present or future claim or claims which the Purchaser may have against the Contractor. The Purchaser reserves the right to make direct settlements or adjustments in price or both, with Contractor under the terms of this Contract and without notice to any assignee. Contractor shall indemnify and hold harmless the Purchaser against any liability that may arise as a result of such assignment.

33. CHANGE OF CONTROL OR CHANGE OF OWNERSHIP

Purchaser hereby reserves the right to terminate this contract in the event of a change of control or of ownership of Contractor.

34. ENVIRONMENTAL

34.01 In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, wherever possible, Contractor will perform the Service by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services. It is recognized that a cost analysis may be required in order to ensure that such products are made available at competitive prices.

35. DIVERSITY

35.01 The Contractor will support opportunities for access and growth of entities owned and controlled by minorities, women, and disabled persons with an emphasis on measurable results and continuous improvement. The Contractor is encouraged to support the World Bank Diversity program by, at a minimum, directly contracting with such suppliers to expand their involvement in Purchaser's business. Contractor will be expected to report on results specifically pertaining to this Article as required by Purchaser.

36. CHILD LABOR

36.01 Forced or indentured child labor means all work or service: (a) exacted from any person under the age of eighteen (18) under the menace of any penalty for its non-performance and for which the worker does not offer himself voluntarily; or (b) performed by any person under the age of eighteen (18) pursuant to a contract the enforcement of which can be accomplished by process or penalties. Contractor certifies that no forced or indentured child labor was used to mine, produce, or manufacture, in whole or in part, any end product or component, or perform any service furnished under this Contract.

37. FAIR LABOR STANDARDS

37.01 Contractor shall pay all employees whose work relates to this Contract not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions, either directly or indirectly, from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. Contractor shall not require, suffer, or permit any employee whose work relates to this Contract to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

38. SEVERABILITY

38.01 If any term or provision of this Contract shall to any extent be judicially declared invalid and unenforceable, the remainder of the Contract shall be remain valid and enforceable to the extent possible.

38.02 Any provision of this Contract prohibited by the laws of any jurisdiction where the Service is provided or performed shall be ineffective within said jurisdiction, without invalidating the remaining provisions of this Contract

39. LANGUAGE

39.01 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

40. PRESERVATION OF IMMUNITIES

40.01 Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of any member of the World Bank Group, which privileges and immunities are specifically reserved.

41. BENEFITS EXTEND TO WORLD BANK GROUP MEMBERS

41.01 The benefits of this Contract shall extend to all members of the World Bank Group whether or not they are signatories to this Contract.

42. NOTICES

42.01 Any notice, including without limitation any notification, claim, or request for consent or authorization, required or permitted to be given under this Contract, shall be in writing addressed to the person identified below and shall be deemed to have been given if: (a) sent by registered or certified mail; or (b) transmitted by any other means if and when receipt is acknowledged by an authorized representative of the Corporate Procurement Unit. No authorization or consent required under this Contract shall be effective unless and until given in writing by an authorized representative of the Corporate Procurement Unit.

42.02 For The Purchaser:

Chief Corporate Procurement

The International Bank for Reconstruction and Development or International Finance Corporation

Corporate Procurement, MSN I-3-307
1818 H Street, N.W.
Washington, D.C. 20433

With copy to: Purchaser's Contract Manager named in the SC.

42.03 For the Contractor:

As stated in the SC.

43. FLOW-DOWN OBLIGATIONS

43.01 The obligations of Contractor under the following Articles shall be complied with by all Subcontracts of any tier:

- (a) Article 21, Copyright
- (b) Article 23, Security Rules and Regulations
- (c) Article 24, Purchaser Property
- (d) Article 25, Audit
- (e) Article 26, Confidentiality
- (f) Article 27, Purchaser's Name/Logo
- (g) Article 28, Close Relatives and Former World Bank Group Staff
- (h) Article 29, Procurement Integrity
- (i) Article 30, Contractor Not to Engage in Certain Activities
- (j) Article 32, Assignment
- (k) Article 34, Environmental
- (l) Article 35, Diversity
- (m) Article 36, Child Labor
- (n) Article 37, Fair Labor Standards
- (o) Article 40, Preservation of Immunities

44. ENTIRE CONTRACT

44.01 This Contract, including the Contract Documents attached hereto and referenced herein, constitutes the entire, integrated understanding and agreement between the parties and supersedes any oral or prior written agreements with respect to the subject matter of this Contract.
