

## **GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

These general terms and conditions apply to contracts (hereinafter referred to as ‘the Contract’) for professional services signed between the Raoul Wallenberg Institute of Human Rights and Humanitarian Law (RWI) and a Contractor. These terms and conditions form an integral part of any such contract signed, unless otherwise expressly provided for.

### **Source of Instructions**

The Contractor shall neither seek nor accept instructions from any authority external to RWI in connection with the performance of services under the Contract. The Contractor shall refrain from any action that may adversely affect RWI and shall fulfil all commitments vis-à-vis RWI with appropriate regard to the interests of RWI.

### **Conflict of Interest**

The Contractor shall take all necessary precautions to avoid any conflicts of interest in all matters related to the performance of the services for RWI. The Contractor shall ensure that its staff, where applicable, involved in the performance of the assignment is not placed in a situation which could give rise to conflict of interest.

Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Contractor is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.

If a conflict of interest occurs, or is perceived likely to occur, the Contractor shall, immediately, notify RWI thereof in writing and take, as agreed with RWI, all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction. In such case, RWI reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

### **Observance of the Law**

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

### **RWI Staff not to Benefit**

The Contractor shall not offer any direct or indirect benefit relating, in any way, to the Contract and its performance to any RWI staff member. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

### **Sub-Contracting**

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

In the event that the performance of the assignment would require sub-contracting or similar measures by the Contractor, the Contractor must accordingly obtain the prior written approval of RWI for all such measures.

Sub-contracting does not relieve the Contractor of any obligations under the Contract and the Contractor remains solely responsible for all services and obligations performed by its sub-contractors. The terms of any contract entered into, as approved by RWI, with a third party by the Contractor relevant to the performance of the agreed work and services must be subject to and construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

### **Contractor's Responsibility for Employees**

The Contractor shall be responsible for the professional and technical competence of any and all employees contributing to the performance of the Contract and shall, when relevant, select, for work under the Contract, reliable persons who will perform effectively in the implementation of the Contract, conforming to the standards prescribed by the Contract.

### **Safety and Security**

The Contractor shall comply with all safety and security instructions issued by RWI relating to the performance of the Contract. The responsibility for the safety and security of the Contractor and its personnel and property, and of RWI property in the Contractor's custody, rests with the Contractor.

### **Financing of Terrorism**

The Contractor and RWI are committed to taking appropriate steps to ensure that funds and other resources provided under the Contract are not used to aid, or otherwise support, terrorists or terrorist organisations.

The Contractor shall use all reasonable efforts to ensure that funds and other financial assets and resources provided by RWI under the Contract are not used to engage in, support or promote violence, terrorist activity or related training of any kind and shall take all appropriate precautions and institute all procedures necessary to prevent any portion of such funds and other financial assets and resources from being so used.

The Contractor shall screen entities with which the Contractor might interact to ensure, as relevant, that no funds nor any other financial assets and resources will be made available, directly or indirectly, to, or for the benefit of, any natural or legal person, group or entity associated with terrorism consistent with the European Union's (EU) Consolidated list of persons, groups and entities subject to EU financial sanctions, or with the list maintained by the UN Security Council Committee established pursuant to resolution 1267 (1999), or with any other such list maintained that is applicable in the context of the performance of the Contract.

The Contractor shall include in its agreements with any sub-contractors a clause requiring that the recipient of funds and other financial assets and resources screens its potential subsequent sub-contractors as per above and uses all reasonable means to ensure that none of the funds nor any other financial assets and resources provided under those agreements are used to benefit individuals or entities associated with terrorism.

If, during the course of the implementation of the Contract, the Contractor discovers any link whatsoever with any organisation or individual associated with terrorism, the Contractor must inform RWI immediately. The Contractor shall in such case provide RWI with an account of all the known facts, and shall continuously thereafter consult with RWI on the further handling of the matter.

### **Corruption and other Irregularities**

The Contractor shall apply strict zero tolerance towards any form of corruption in or related to activities carried out as part of the performance of the Contract. The Contractor shall also work actively to prevent corruption and other irregularities in and related to such activities. These obligations apply to any and all employees, agents or other representatives of the Contractor contributing to the performance of the Contract.

RWI defines corruption as “abuse of entrusted power for private gain”, whereby “private gain” is given a wide interpretation and includes not only direct but also indirect gain. Corruption and other irregularities include all kinds of:

- a) Bribery, kickbacks, or illegal gratuities;
- b) Nepotism and favouritism;
- c) Embezzlement, misappropriation of cash, inventory and all other kinds of assets;
- d) Fraud, including financial and non-financial fraudulent statements;
- e) Extortion; and
- f) All other use of resources, made available or provided by RWI under the Contract, which is not in accordance with the conditions of the Contract.

The Contractor shall:

- a) take the risk of corruption and other irregularities into account when planning and implementing any activities under the Contract, and then seek to identify key risks and risk mitigation measures in this respect. If a significant risk of corruption and other irregularities is identified, risk mitigation measures shall be adopted to reduce the identified risk.
- b) organise all relevant activities in a way that corruption and other irregularities are prevented, managed and detected; and
- c) do its utmost to prevent and stop corruption and other irregularities in and related to the activities performed as part of the Contract.

The Contractor undertakes to investigate the presence of corruption and other irregularities and take action, as agreed with RWI, against persons who there is reason to suspect of corruption and other irregularities in or related to the activities performed as part of the Contract. The Contractor shall continuously thereafter consult with RWI on the further handling of the matter. When the matter has been concluded, the Contractor shall submit a final report regarding the suspected corruption and other irregularities to RWI.

### **Insurance**

The Contractor shall take out and thereafter maintain all appropriate insurances, including for, when relevant, the Contractor’s employees, officers and agents, to cover claims for personal injury or death in connection with the Contract. The Contractor shall arrange for and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of the Contract.

The Contractor shall also take out and thereafter maintain 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 provision of services under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor, including the Contractor’s employees, officers and agents, performing work or services in connection with the Contract.

The Contractor acknowledges and agrees that none of the insurance arrangements the Contractor may make shall, in any way, be construed to limit the Contractor’s liability arising under or relating to the Contract.

The Contractor shall, upon request, provide RWI with satisfactory evidence of insurance arrangements required as per the above.

### **Indemnification**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, RWI, its staff and agents from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor’s employees, officers, agents or sub-contractors, or any third party, as a direct or indirect consequence of the performance of the Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property

by the Contractor, its employees, officers, agents, servants or sub-contractors. It also extends to any suits, claims, demands, and liability of any nature or kind arising from the Contractor providing a false declaration or failing to inform in accordance with terms and conditions herein, or if the Contractor does not abide by the standards of the RWI Code of Conduct. The obligations under this provision do not lapse upon termination of this Contract.

### **Title to and Use of Equipment**

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

### **Proprietary Rights**

Except as otherwise expressly provided for in writing in the Contract, RWI 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 the Contractor has developed for RWI under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for RWI.

However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor that: (a) pre-existed the performance by the Contractor of its obligations under the Contract; or (b) the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, RWI does not and shall not claim any ownership interest thereto, and the Contractor grants to RWI a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of RWI, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to RWI in compliance with the requirements of the applicable law and of the Contract.

The Contractor shall ensure it has: (i) all rights required for RWI's aforementioned license; and ii) all rights to use any pre-existing intellectual property or other proprietary rights necessary to perform the services under the Contract. The Contractor shall defend, indemnify and hold harmless RWI from any and all losses for infringement of any third party intellectual property or other proprietary rights related to the services provided by the Contractor under the Contract.

All maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be: the property of RWI; made available for use or inspection by RWI at reasonable times and in reasonable places; treated as confidential; and delivered, at the latest, on completion of work under the Contract to RWI authorised officials.

The Contractor is not entitled, without the prior written approval of RWI, to use any material or data compiled or received under the Contract as per the above.

### **Use of Name and Logo of RWI**

The Contractor shall in all relevant cases in the performance of the Contract recognise and acknowledge, in appropriate ways, that the services are performed as part of a RWI contract and concern RWI activities. As instructed by RWI, the Contractor shall also, where relevant, in such cases recognise any external source/s of funding for the RWI activities in question.

The Contractor shall not, in any manner whatsoever, otherwise use the name or logo of RWI in connection with its business or otherwise, and shall never do so if it would jeopardise the implementation of the Contract, or the concerned RWI activities, or the safety of anyone involved in those activities.

### **Confidentiality**

The Contractor shall not, without RWI's prior written consent, publicly divulge, disseminate, publish or otherwise disclose any information or data that is considered proprietary by RWI, or that is delivered or disclosed to the Contractor during the course of performance of the Contract, and that is designated as confidential. Such information and data shall generally be handled with required care and discretion and be used solely for the purpose for which it was disclosed.

The Contractor may disclose confidential information to the Contractor's employees and officials, who have a need to know such confidential information solely for purposes of performing the Contractor's obligations under the Contract.

The Contractor may also disclose information to the extent required by law, provided that the Contractor will give RWI sufficient prior notice of a request for the disclosure of information in order to allow RWI reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

The obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and shall remain effective following any termination of the Contract.

### **Data Protection**

In addition to complying with applicable data protection legislation, including the General Data Protection Regulation ((EU) 2016/679), the Contractor shall observe relevant RWI regulations concerning data protection, as provided to the Contractor by RWI. The terms and conditions herein are in addition to, and do not relieve, remove or replace, any obligations of the Contractor under such legislation or regulations.

The Consultant acknowledges that RWI will hold and process data relating to the Contractor for legal, personnel, administrative and management purposes on the grounds of the contractual obligations RWI is required to satisfy under the Contract and legal obligations RWI has to fulfil.

Should the Contractor's personal data be transferred by RWI, or any processing of such data take place, outside the European Economic Area (EEA), RWI will ensure it complies with its obligations under EU data protection legislation by having additional security requirements in place in order to reach as high level of protection as possible, equivalent to that afforded within the EU.

RWI will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of necessary personal data to the Contractor for the duration and purposes of the Contract.

In the event that the Contractor gains access to personal data held by RWI for any reason or is provided or supplied with personal data by RWI for any purpose, the Contractor shall process such data only on the written instructions of RWI unless the Contractor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Contractor to process personal data. Where the Contractor is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, the Contractor shall promptly notify RWI of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Contractor from so notifying RWI.

The Contractor shall not transfer any personal data, obtained from or provided / supplied with by RWI, outside of the EEA unless the prior written consent of RWI has been obtained and the following conditions are fulfilled:

- RWI or the Contractor has provided appropriate safeguards in relation to the transfer;
- The data subject has enforceable rights and effective legal remedies;
- The Contractor complies with its obligations under applicable data protection legislation by providing an adequate level of protection to any personal data that is transferred; and
- The Contractor complies with reasonable instructions notified to it in advance by RWI with respect to the processing of the personal data.

The Contractor shall, at the written direction of RWI, delete or return personal data and copies thereof to RWI on termination of the Contract unless required by applicable law or instructed by RWI to store the personal data.

### **Declaration and Duty to Inform**

By signing the Contract, the Contractor declares not to be, or having been, subject to any international sanctions or restrictive measures with which RWI is required to comply according to Swedish law. The Contractor also acknowledges the duty to inform RWI should the Contractor become subject to any such sanctions or restrictive measures.

The Contractor shall also during the Contract period immediately inform RWI about changes, deviations and events that could be of importance for the RWI's relationship with the Contractor and the implementation of the Contract. Such changes include anticipated deviations from the agreed Contract Documents, or developments otherwise endangering or unfavourably affecting the Contract objectives, as well as any circumstances that may indicate or lead to a breach of the Contract, including any indication of corruption and other irregularities in or related to the activities carried out as part of the performance of the Contract. The Contractor shall in the latter cases provide RWI with any information or documentation RWI may reasonably require in order to determine if a breach of the Contract has occurred.

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure* (see below), the Contractor shall give notice and full particulars in writing to RWI, of such occurrence or change, including if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract.

On receipt of the notice required as per above, RWI shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform obligations under the Contract.

### **Force Majeure**

*Force majeure* as used in this document means:

- (a) any unforeseeable and irresistible act of nature, such as earthquakes or other natural disaster of overwhelming proportions;
- (b) any act of war (whether declared or not), hostilities, invasion, revolution, terrorism or civil disorder; or
- (c) 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 the Contractor or RWI, and against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts.

### **Audits and Investigations**

Each invoice paid by RWI may be subject to a post-payment audit by auditors, whether internal or external, of RWI, or the authorised agents of RWI, or any donor to RWI, including its agents and representatives, at any time during the term of the Contract as well as after any termination of the Contract. The Contractor must therefore properly retain all relevant Contract documentation in

this respect for a period of seven (7) years following the expiration or prior termination of the Contract.

RWI shall be entitled to a refund from the Contractor for any amounts that such audit or audits determine not to have been paid or used in accordance with the terms and conditions of the Contract. In such case, the Contractor shall reimburse RWI forthwith. Where the Contractor fails to reimburse such funds, RWI reserves the right to seek recovery and/or to take any other action RWI deems necessary under the circumstances.

The Contractor acknowledges and agrees that, at any time, RWI, or its authorised agents, may conduct investigations relating to any aspect of the Contract and the obligations performed under the Contract. The right of RWI to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract.

The Contractor also acknowledges that RWI may monitor the Contractor's performance under the Contract and that RWI may at any time evaluate the quality of the Services provided to determine whether or not the services conform to the Contract.

The Contractor shall provide its full and timely cooperation with such performance monitoring, evaluation, inspections, post-payment audits or investigations, at no additional cost or expense to RWI, and will provide relevant information as reasonably requested by RWI. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant RWI unrestricted access to the Contractor's premises, property or goods. The Contractor shall require its agents, including, but not limited to, the Contractor's accountants or other advisers, to reasonably cooperate with any monitoring, evaluation, inspections, post-payment audits or investigations carried out by RWI.

Neither the assessment of the services, nor failure to undertake any such monitoring, assessment or evaluation, will relieve the Contractor of any of its obligations under the Contract.

### **Amendments**

Amendments and/or changes to the Contract may be made at any time by agreement in writing of the parties through the exchange of letters. Any such amendment will become an integral part of the Contract. No modification or change in the Contract shall accordingly be valid and enforceable against RWI unless provided by means of such a valid written amendment to the Contract agreed between the Contractor and an authorised official or otherwise appropriate contracting authority of RWI.

### **Termination of Contract**

The Contract may, in whole or in part, be terminated at any time by *mutual written consent* of RWI and the Contractor.

Each party may terminate the Contract, in whole or in part, with *immediate effect* by delivering written notice of the termination to the other party, if the other party fails to perform, has made or makes any significant inaccuracy in, or otherwise materially breaches, any of its obligations, or if it is evident that such breach will occur.

If either party: (a) becomes insolvent or bankrupt; (b) enters receivership, dissolution or liquidation is subject to any analogous or corresponding procedure provided for under national legislation; (c) has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established; or (d) is reasonably determined by the other party to have become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of to perform any of its obligations under the Contract, the other party may, without prejudice to any other right or remedy available to it, also terminate the Contract, in whole or in part, with *immediate effect* giving written notice.

If either party is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the other party shall have the right to suspend or terminate the Contract *upon five (5) days prior written notice*.

RWI may also, without prejudice to any other right or remedy available, terminate the Contract, in whole or in part, *with immediate effect*, giving notice in writing, if the Contractor: (a) provides a false declaration or fails to inform in accordance with the above; (b) does not abide by the standards of the RWI Code of Conduct; (c) has engaged in corruption and other irregularities, money laundering, terrorism financing or any illegal activity of any form; (d) has failed to, as required by these Terms and Conditions, inform RWI of indications of, or prevent, corruption and other irregularities or financing of terrorism; (e) has made false or incomplete statements to obtain the Contract; (f) or has failed to comply with the conflict of interest provision above.

RWI reserves the right to terminate *without cause* this Contract at any time upon *fifteen (15) days prior written notice* to the Contractor.

In the event of any termination of the Contract, upon receipt of notice of termination by RWI, the contractor shall, except as may be directed by RWI in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to RWI thereunder; (d) complete performance of work not terminated; and (e) take any other action that may be necessary, or that RWI may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which RWI has or may be reasonably expected to acquire an interest.

If RWI terminates the Contract with immediate effect for the reasons referred to in, and in accordance with, the above paragraph five (5) of this section, RWI has no, and is relieved of any, obligation to pay the Contractor compensation of any kind. RWI moreover has in this situation a rights to reclaim any payments that prior to the time when notice had been given would have been made to the Contractor by RWI, including any interest, or any other financial gain, obtained by the Contractor in this respect.

In the event of other termination of the Contract than in the situation referred to in the previous paragraph, RWI shall only be liable to pay the Contractor compensation on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of RWI in accordance with the requirements of the Contract. RWI shall also, without prejudice to any other legal remedies available, in such situation be entitled to compensation corresponding to actual or estimated costs by having any remaining work done by another Contractor or other person, as well as to compensation of any foreseeable loss as a result of the termination. Additional costs incurred by RWI resulting from the termination of the Contract may be withheld from any amount otherwise due to the Contractor from RWI.

### **Settlement of Disputes**

Should any disputes or differences arise between the Parties as to the interpretation of the Contract, the Parties undertake to use their best efforts to resolve such a dispute amicably or through a mediator appointed commonly between them.

If the dispute is not resolved through any of these means, it shall be referred to a Swedish Court of Law. Swedish Law shall apply to the Contract.

### **Governing Law and Settlement of Disputes**



The Contract and all issues arising out of the Contract are governed by and construed under the laws of Sweden.

The Parties undertake to use their best efforts to resolve any disputes or differences arising out of the Contract amicably or through a jointly appointed mediator. If a dispute is not resolved through such means, it shall be brought either before the District Court in Lund (Sweden) or before a competent court of law in the country of the defendant.