RAOUL WALLENBERG INSTITUTE
OF HUMAN RIGHTS AND HUMANITARIAN LAW

2026-09-17

GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. Scope of Application

1.1. 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 (hereinafter referred collectively referred to as 'RWI') and a Contractor (hereinafter referred collectively referred to as 'the Parties'). These terms and conditions form an integral part of any such contract signed, unless otherwise expressly provided for.

2. General Obligations of the Parties

2.1. On the basis of the Contract, RWI and the Contractor shall cooperate to ensure that necessary arrangements are put into place for the successful performance of services according to the Contract.

2.2. RWI shall, within the framework of its mandate and subject to protection of legal rights and confidentiality, seek to provide the Contractor, in a timely manner and at no charge, with access to all facilities, documentation, data and other information reasonably required to perform the services under the Contract.

2.3. RWI shall also endeavour to make any other necessary arrangements, within available resources, for the Contractor to meet the obligations under the Contract.

2.4. The Contractor shall perform and complete the services as specified in the Contract and any documents agreed to form an integral part of the Contract, or as otherwise agreed in writing by both Parties.

2.5. The Contractor represents and warrants the accuracy of any information or data provided to RWI for the purpose of entering into and performing the Contract, in accordance with high quality and professional standards.

2.6. The Contractor shall undertake necessary preparatory work for the performance of services, including reviewing existing materials in the field, and other measures that may be required to perform the services.

3. Source of Instructions

3.1. 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.

4. Conflict of Interest

4.1. 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.

4.2. 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.

4.3. 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.

5. Observance of the Law

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

6. RWI Staff not to Benefit

6.1. 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.

7. Sub-Contracting

7.1. 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.

7.2. 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.

7.3. 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.

8. Contractor's Responsibility for Employees

8.1. 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.

9. Safety and Security

9.1. The Contractor shall comply with all health, safety and security regulations and instructions issued by RWI relating to the performance of the Contract as well as other such regulations and instructions applicable to the assignment.

9.2. The Contractor is responsible for having any vaccinations / inoculations that the performance of the Contract may require, due to health and safety regulations and instructions applying. RWI will not compensate for any costs, nor make any arrangements, regarding vaccination.

9.3. RWI will cover necessary costs incurred by the Contractor, as required on the basis of the performance of the Contract, due to official health and safety regulations and ordinances, and as agreed to by RWI on beforehand. This includes costs incurred related to e.g. quarantine and / or other measures in accordance with law or official regulations / ordinances. However, it excludes possible costs related to vaccination (see above article 9.2.).

9.4. In case of any perceived conflict between different health, safety and security regulations and instructions, the Contractor shall comply with regulations and instructions issued by RWI and otherwise consult RWI on which regulations and instructions that are applicable.

9.5. The responsibility for the health, safety and security of the Contractor and its personnel and property, and of RWI property in the Contractor's custody, rests with the Contractor.

9.6. The Contractor shall not engage in any conduct which risks jeopardising health, safety and security of individuals or groups of individuals, including avoiding activities that may contribute to the spread, or other negative effects, of infectious diseases.

10. Financing of Terrorism

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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 article 10.3. 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.

10.5. 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.

11. Corruption and other Irregularities

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

12. Sexual Exploitation, Sexual Abuse and Sexual Harassment

12.1. The Contractor shall be firmly committed to actively prevent and respond to sexual exploitation, sexual abuse and sexual harassment (SEAH), as defined in article 12.2. below, in or related to activities carried out as part of the performance of the Contract.

12.2. For the purpose of the Contract, the following definitions apply:
a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. All sexual activity with a child is considered as sexual abuse.

c) Sexual harassment: Any form of unwanted verbal, non-verbal or physical conduct or gesture of a sexual nature with the purpose or effect of violating the dignity of a person, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation.

12.3. If the Contractor becomes aware of suspicions or complaints of SEAH, the Contractor shall take swift action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) after considering the rights, needs and wishes of the survivor / victim.

12.4. The Contractor shall promptly report to RWI any allegations of SEAH credible enough to warrant an investigation related to the Contract as well as allegations of SEAH not directly linked to the Contract but of relevance to the relationship with RWI. The reporting shall be made without compromising the safety and due process rights of any concerned person.

13. Insurance

13.1. 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.

13.2. 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.

13.3. 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.

13.4. The Contractor shall, upon request, provide RWI with satisfactory evidence of insurance arrangements required as per articles 13.1.-.3. above.

14. Indemnification

14.1. 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, by any third party arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of the Contract. This provision will extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade name or trade mark arising in connection with the performance of the Contract. 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 from the Contractor's non-abidance of the standards in the RWI Code of Conduct. The obligations under this provision do not lapse upon termination of this Contract.

14.2. RWI shall keep the Contractor indemnified in full against any sums awarded by a court against the Contractor as a result of, or in connection with, any claim brought against the Contractor for infringement of a third party's rights (including any intellectual property rights) arising out of, or in connection with, the receipt or use of patented inventions or devices,

copyrighted material or other intellectual property provided or licensed to the Contractor by RWI for the performance of the Contract.

15. Title to and Use of Equipment

15.1. 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.

16. Proprietary Rights

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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.

16.5. 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 articles.

17. Use of Name and Logo of RWI

17.1. 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.

17.2. 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.

18. Confidentiality

18.1. 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.

18.2. 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.

18.3. 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.

18.4. 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.

19. Data Protection

19.1. 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.

19.2. 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.

19.3. 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.

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

19.5. 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.

19.6. 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:
a) RWI or the Contractor has provided appropriate safeguards in relation to the transfer;
b) The data subject has enforceable rights and effective legal remedies;
c) 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
d) The Contractor complies with reasonable instructions notified to it in advance by RWI with respect to the processing of the personal data.

19.7. 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.

20. Declaration and Duty to Inform

20.1. 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 applicable law. The Contractor also acknowledges the duty to inform RWI should the Contractor become subject to any such sanctions or restrictive measures.

20.2. 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.

20.3. The party affected by a *force majeure* event (see article 21 below) shall: (a) provide written notice to the other party within three (3) business days of the occurrence of such an event if the affected party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract; (b) describe in writing the nature of the event and its expected duration; and (c) use all reasonable efforts to i) end the failure or delay and ii) minimise the effects of the event.

21. Force Majeure

21.1. Neither party shall be liable be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in performance under the Contract to the extent such failure or delay results directly from any cause constituting *force majeure*.

21.2. *Force majeure* as used in this document means any unforeseeable and irresistible:
(a) act of nature, such as earthquakes or other natural disasters of overwhelming proportions;

(b) act of war (whether declared or not), hostilities, invasion, revolution, terrorism, civil unrest, or;
(c) other act of a similar nature or force;
provided that such acts arise from causes beyond the reasonable 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 when entering into the Contract and which, having arisen, the affected party cannot avoid or overcome even by using its best efforts.

21.3. The Parties expressly acknowledge and agree that if, on the date of entry into force of the Contract (hereinafter referred to as 'the effective date'), a state of war, armed conflict, civil unrest, or a governmental travel advisory / warning (hereinafter referred to collectively as 'the existing risk conditions') already exists in the specific country or region where the services are to be performed, such existing risk conditions shall not constitute a *force majeure* event. The Contractor represents that it has fully assessed and voluntarily assumed the operational and security risks associated with the existing risk conditions as they stand on the effective date.

21.4. The Contractor moreover acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which RWI is engaged, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas shall not, in and of itself, constitute *force majeure* under the Contract.

21.5. The Contractor, or RWI, may only invoke *force majeure* in relation to an ongoing conflict or risk environment if there occurs a subsequent, material, and drastic escalation or deterioration of the security situation after the effective date, which could not reasonably have been foreseen. To qualify as a *force majeure* event under these circumstances, such escalation or deterioration must:
(a) directly render the physical performance of the services at the designated location objectively impossible rather than merely more hazardous, difficult, or onerous; or;
(b) directly result in a newly issued, mandatory evacuation order or total border / closure by relevant sovereign government authorities which physically prevents access to the location.

21.6. The burden of proof to demonstrate that such escalation or deterioration has occurred, and that it satisfies the criteria in article 21.5., rests solely on the affected party.

21.7. On receipt of notice required as per article 20.3. above, the party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected party of a reasonable extension of time in which to perform any obligations under the contract, while noting that termination of contract is regulated below in article 26.4.).

21.8. The affected party shall, if and as agreed, resume performance of its obligations as soon as reasonably practicable after the removal of the cause constituting *force majeure*.

22. Audits and Investigations

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

22.5. 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.

22.6. 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.

23. Amendments

23.1. 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.

23.2. In the event that an activity agreed to be part of the performance of services is cancelled or significantly reduced in duration, the Contract shall be amended as per article 23.1. above to reflect this. In such instance, and provided that any such cancellation or reduction is upon prior reasonable notice, RWI may require that the total fee and corresponding payments be adjusted. The Contractor will, in such case, remain entitled to any fees reasonably incurred up to and including the date of notice of such cancellation or reduction.

24. Severance

24.1. If any provision (or part thereof) of the Contract is or becomes invalid, illegal or unenforceable, the provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not practical, the relevant provision shall be deemed severed and deleted. Any such modification or deletion of a provision shall not affect the validity, legality and enforceability of the rest of the Contract.

24.2. If a Party gives notice to another Party of the possibility that any provision of the Contract is invalid, illegal or unenforceable, the Parties shall negotiate to amend such provision so that, as amended, it is legal, valid and enforceable and achieves the intended result of the original provision.

25. Waiver

25.1. A waiver of any right or remedy is only effective if given in writing by an authorised representative of the Parties and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, or prevent or restrict the further exercise of that or any other right or remedy.

26. Termination of Contract

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

26.2. 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.

26.3. 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.

26.4. If either party is rendered 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, without further liability, to terminate the Contract *upon five (5) days prior written notice* following the notice given of the occurrence of a *force majeure* event by the affected party (see article 20.3. above).

26.5. 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 mandate of RWI applicable to the performance of the Contract or the funding of RWI applicable to the Contract is curtailed or terminated, whether in whole or in part, or if the Contractor: (a) provides a false declaration or fails to inform in accordance with any provision in these Terms and Conditions or the Contract; (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 in article 4 above.

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

26.7. 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.

26.8. If RWI terminates the Contract *with immediate effect* for the reasons referred to in, and in accordance with, article 26.5. above, RWI has no, and is of relieved of any, obligation to pay the Contractor compensation of any kind. RWI moreover has in this situation a right 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.

26.9. In the event of other termination of the Contract than in the situation referred to in article 26.8, RWI shall only be liable to pay the Contractor 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, except as prohibited by law, 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.

27. Governing Law and Settlement of Disputes

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

27.2. The Parties undertake to use their best efforts to resolve any disputes or differences arising out 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.