

ANNEX 5: DRAFT CONTRACT

**Framework Agreement for Event
Management Support Services**

between

Global Centre on Adaptation

And

(Contractor)



**GLOBAL
CENTER ON
ADAPTATION**



GLOBAL
CENTER ON
ADAPTATION

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This Agreement dated [DATE] is made by and between:





The undersigned:

1. **Global Center on Adaptation**, a foundation, incorporated under Dutch law, with offices in Rotterdam, the Netherlands, duly represented by Prof. Dr. Patrick Verkooijen, hereinafter referred to as "**GCA**";

And

2. [**Organization**], registered at [address] and duly represented by [name], hereinafter referred to as the "**Contractor**";

jointly referred to as the "**Parties**", Whereas:

1. BACKGROUND

- 1.1 The Global Center on Adaptation (GCA) is an international organization that works as a solutions broker to catalyze action and support for adaptation solutions, from the international to the local, in partnership with the public and private sector, to ensure we learn from each other and work together for a climate resilient future.
- 1.2 The Contractor is in the business of providing the required services and has declared itself prepared and willing to fulfil these services.
- 1.3 The Parties explicitly acknowledge that they do not elect to enter into an employment agreement within the meaning of Book 7610 and further of the Dutch Civil Code.
- 1.4 GCA and the Contractor have agreed to establish a framework for their collaboration and have for this purpose entered into this Framework Agreement ("**Agreement**") and wish to set out the terms and conditions.

2. GENERAL

- 2.1 The present Contract is a Frame Contract for the provision of "Event Management Support to GCA."
- 2.2 The present Contract is given a framework character due to the fact that the project requires a high flexibility by GCA to detail work undertaken by the Contractor, but it will be filled with project tasks in the form of Work Orders with defined outputs and deliverables.
- 2.3 The Contractor will assume full professional responsibility for quality, quantity and schedule of the required work and outputs vis a vis GCA as a customer.
- 2.4 The Contractor undertakes, based on the GCA requirements as described in the Contract, SOW and individual Call Off/ Work Orders, and for the whole duration of the Contract:
 - a) to perform the work and services as per the Statement of Work and individual Work Orders;
 - b) to make available for these tasks the necessary personnel, material, equipment and facilities,
 - c) to undertake work according to the Work Order procedure specified in Clause 6 to the present Contract.



3. CONTRACTUAL BASELINE

3.1 The work shall be performed in accordance with the specific Articles of this Contract, its Annexes as well as with the applicable documents called out therein, applicable in whole, or in part, to the extent quoted or relevant, and all of which, in their latest agreed issue, are defined as the contractual baseline of the Contract, and referred to either as such or as " Frame Contract", or "the Contract", unless otherwise expressly stated.

3.2 Within this contractual baseline, the order of precedence, in case of conflict or for the sake of interpretation, shall be:

- a) This Contract and its Annexes
- b) Each subsequent Work Order placed including its associated Statement of Work
- c) The Contractors Proposal for the Frame Contract
- d) The Contractors Proposal for each Work Order

4. NATURE OF THIS FRAMEWORK AGREEMENT

4.1 This Agreement does not constitute any specific project or contract and it does not constitute any obligation or commitment by either Party to enter into any subsequent contracts. It does not create any financial obligation on either Party towards the other Party other than through signed executed work orders.

4.2 Any activity for GCA (as set out in, and accordance with, the Statement of Work issued by GCA for the procurement of Event Management Services , and the Contractors ´s response thereto) in the areas of:

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under this Agreement shall be organized on the basis of specific Call-offs/Work Orders, which shall be laid down in a separate contract ("Call-Off/Work Order"). Each Call-off shall be signed by the Parties and appended to this Agreement.

4.3 The General Conditions of Contract shall apply to any Call-off/Work Order under this Agreement.

4.4 Notwithstanding Clause 4.3 above, the Parties may negotiate and agree additional or alternative terms and conditions ("**Specific Conditions**") that will apply to specific Call-offs under this Agreement on a case-by-case basis. The detailed terms of Specific Conditions shall be laid down in the relevant Call-off/Work Order.

5. PRICE

5.1 The total price envelope of this contract amounts to:

(.....) EURO

The above amount shall be defined as the Limit of Liability of GCA.

5.2 This amount will become incrementally available for performance of tasks according to the Work Order procedure specified here below. Each Work Order will be concluded on a firm fixed price Basis.

5.3 The cumulative amount of all Work Orders shall in no case exceed the amount of the Limit of Liability specified above.

6. CALL OFF/WORK ORDER PROCEDURE

6.1 GCA may during the course of the contract, identify tasks to be performed by the Contractor within the scope of the contract by issuing requests to the Contractor. To this end GCA may initiate a Call-Off/Work Order by sending a Mini-Bid document (MB) via email to the Contractor.

6.2 Each Call-off/Work Order shall include, as a minimum, the following:


- a) Services: A specification of the services to be performed.
- b) Deliverables: A specification of any reports or other documents, materials, or services to be delivered.
- c) Project management: A specification of the project and management methodology to be used.
- d) Time schedule: Time schedule and any deadlines for the services and deliverables.
- e) Financial arrangements: Budget, fees, expenses, invoicing schedule, etc.

6.3 Following receipt of such an MB, the Contractor shall promptly and in any event within a time specified (taking into account all relevant circumstances in relation to the subject matter and nature of the Call-off) notify GCA of its confirmation to take part in the MB and submit a mini bid for that specific call off project or notify GCA it will not bid.

6.4 The Contractor's proposal shall include:

- a) A compliance statement with the tasks requested
- b) A description of the technical content of the activities to be undertaken;
- c) Facilities used in support of these activities, if any;
- d) Subcontractors involved, if any;
- e) Schedule for the work (start date, end date and planning of work);
- f) List of deliverables (documents, reports, items, etc) and outputs (results, meetings training certificates, etc), as applicable;
- g) Total Firm Fixed Price in EURO for the activities, including travels if any, with and travel/subsistence plan;
- h) Payment Plan.



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- 6.5** GCA shall evaluate and conclude the MB and notify the Contractor if it has won that MB/Call off project for that specific project). When the Parties have agreed on the contents of the Call-off (including possible Specific Conditions, as set out in Clause 4.4), the Call-off shall be signed by their authorized representatives.
- 6.6** Upon written request by GCA, the Contractor shall submit a Mini Bid proposal within the time limit specified by GCA in such request.
- 6.7** Upon acceptance of the Contractor's proposal, GCA will issue a Work Order following the form given as Annex 1 hereto. Only upon signature of this Work Order by both Parties the Contractor shall be deemed authorised to perform the work. If however, for urgency reasons, GCA decides to provide the Contractor with a preliminary authorisation to proceed with the work foreseen under a Work Order, such authorisation will be binding for both Parties upon agreement on the work to be performed, the price to be paid and the schedule for the work.
- 6.8** Work under this Work Order procedure can be placed until the end of this frame agreement. GCA reserves the right to redirect work, at no cost impact, within specific work orders in the same area of work. The parties will agree the implementation of such a redirection.

7. UNDERTAKINGS OF THE CONTRACTOR

The Contractor has, and shall maintain, the capability of performing the services to be rendered under this Contract and its work orders with sufficient flexibility.


The Contractor shall:

- a) be responsible for the proper performance of the services to be rendered under the Contract and its work orders and shall keep his personnel fully up to date of any development in relation with the said services.
- b) bear all the costs (and salaries of personnel) related to the training and keeping up to date technical knowledge of his personnel (participation to training courses, seminars, conferences, etc.)
- c) perform the tasks and provide the deliverables described in the present Contract and individual work orders.
- d) be responsible for organising quarterly reviews to discuss with GCA representatives all matters related to the performance of the Contract/Work Orders. The Contractor shall also arrange ad hoc meetings if required by the circumstances. The Contractor shall provide minutes of all meetings in two copies.
- e) The Contractor, upon request of GCA, shall provide reasonable assistance to any successor Contractor, on a temporary or definitive basis if needed.

8. COSTS

Each Party shall bear its own costs and expenses incurred in connection with this Agreement, including the negotiation and finalization of any Call-off/Work Order.

9. STANDARD OF PERFORMANCE



9.1 The Contractor shall use the degree of skill, care and diligence reasonably expected of a professional and experienced contractor providing works and services similar to those carried out under this Agreement and any Work Orders . Any activity and deliverables provided by the Contractor shall meet agreed benchmarks, parameters and specifications and be suitable for their intended purpose. The Contractor undertakes to carry out the work defined under the present Contract/specific Work Orders to the highest professional standards and in accordance with the latest state of the art as appropriate.

9.2 The Contractor shall carry out the works or services under each work order in accordance with applicable laws and regulations, permits and authorizations, and recognized up-to-date professional practices and standards.

9.3 The Contractor shall:

- a) Keep GCA fully informed of the progress of the services under any Work Orders, including providing GCA with such reports in writing as may be specified in the Call-off or as GCA may otherwise reasonably require;
- b) Attend meetings and briefings with the staff of GCA as reasonably required by GCA; and
- c) Take all other reasonable actions which are necessary to enable GCA to monitor the technical and financial performance of the services and works being executed under any Work order.

9.4 As regards documentation and reports, should the GCA's Technical Officer not accept the deliverables from the Contractor, he/she shall so inform the Contractor. If no decision has been notified to the Contractor within one month of receipt by GCA of the deliverables, the deliverables shall be considered as having been accepted. Notwithstanding the aforesaid, the Contractor's obligation to bring a non-conforming deliverable up to the required standard shall remain unaffected.

9.5 Rejected deliverables must be rendered compliant with GCA's requirements and represented for acceptance within a time scale fixed in writing by GCA.


9.6 Failure to comply with the obligations of the work order determines the application of monetary penalties in the terms to be defined in each Work Order.

9.7 Penalties for late delivery are not applicable unless specifically incorporated in a Work Order.

10. DURATION AND TERMINATION

10.1 This Agreement shall commence on [DATE] and shall remain in effect for a period of one year from the date of its signature by both parties, at which date it shall automatically terminate unless prolonged by the Parties in writing. It is renewable for a further one (1) year up to a maximum of two (2) years.

Subject to the conditions laid down in Clause 6 (Call Off/Work Order Procedure) of the present Contract, the Contract shall be deemed automatically extended to cover the period needed for the performance of any Work Order signed by both Parties before the end date of the contract mentioned above.


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- 10.2** GCA may, in its sole discretion, terminate this Agreement at any time by three (3) months written notice to the Contractor. As soon as this notice is received, the Contractor shall do its best efforts to minimize expenditure related to this Agreement or any Work Order under it.
- 10.3** Each Party may terminate this Agreement if the other Party is in material breach of its obligations under this Agreement or any Call-off and fails to rectify such breach within 30 days of a notice in writing from the complaining Party, or if the other Party should enter into liquidation, or become insolvent or be declared bankrupt.
- 10.4** Upon any termination of this Agreement, the Contractor shall promptly deliver to GCA all documents and other information prepared or received in connection with this Agreement or any Work Order, whether completed or in progress, which are in the Contractor's possession.
- 10.5** Notwithstanding termination of this Agreement in accordance with Clauses 10.2 and 10.3 above, on-going Call-offs shall continue to bind the Parties in regard of the provisions of the corresponding Call-off, except where the breach also represents a breach of that Call-off or adversely affects its execution.
- 10.6** Termination of this Agreement shall not affect the rights and obligations of the Parties under Clauses 4 and 7 of this Agreement or under any other clauses of this Agreement or the Work Order which by their nature or by their express terms are intended to survive the termination of this Agreement, including Warranties, Indemnification, Confidentiality and Intellectual and Proprietary rights.
- 10.7** In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from any payment to Contractor in the relevant Work Order the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.
- 10.8** Unless otherwise specified in this Contract, on the termination of this Contract for any reason, GCA shall be responsible for paying the part of the costs for deliverables and work that have been accepted by GCA up to and including the effective date of termination.
- 10.9** In addition to any statutory provisions pertaining to termination and in addition to each Party's termination rights set forth elsewhere in this Contract, in the cases below, without judicial intervention or further notice of default, whole or partial termination of this Contract shall be possible, with immediate effect, for:
- a)** Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
 - b)** Either Party, if the other Party is prevented by force majeure from complying with its obligations wholly or in part for a period of three months or more;
 - c)** Either Party, if the other Party discontinues its business operations;
 - d)** GCA, if the Contractor, after a written demand from GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Contract;
 - e)** GCA, if one or more of the exclusion criteria mentioned in section I or section II of the signed Declaration on Honour becomes true for the Contractor.





11. RIGHT TO THE RESULTS OF EVENTS

- 11.1** All rights, title and interest in and to any drawings, calculations, reports, models, articles, equipment, machines, prototypes and other documents and material of any nature and in any form or medium prepared and/or delivered by or on behalf of the Contractor in connection with this Agreement, regardless of the state of completion, as well as any copyright, design rights, patents and other intellectual property rights and know-how with respect thereto, shall, without any obligations of any kind further than the ones expressly stated in this Agreement, vest exclusively in GCA automatically and immediately upon their creation to the fullest extent permitted by law and GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world forever. Accordingly, GCA shall have the exclusive right to use such drawings, documents and materials and intellectual property rights without restriction, including for the avoidance of doubt the right to make changes, further developments, licenses, transfers, copies and publications. The Contractor shall however remain owner of his Pre-existing Intellectual Property Rights, and GCA shall be granted a license to use such Pre-existing Intellectual Property to the extent necessary to fully exercise its ownership rights as set out above in this Clause. "Pre-existing Intellectual Property Rights" shall mean any intellectual property rights and know-how already existing at the effective date of the Agreement or independently developed or acquired by the Contractor during the term of the Agreement without using any information disclosed by GCA.
- 11.2** The Contractor shall ensure that all such drawings and other documents and material referred to in Clause 11.1 above, which are prepared and/or delivered by or on behalf of the Contractor in connection with this Agreement or any Call-off/Work Order, do not infringe any copyright, patent, design rights or other intellectual property right of any third party and can be used by GCA for their intended purpose.
- 11.3** The Contractor agrees to execute and deliver, and to use maximum endeavours to cause any subcontractor to execute and deliver, to GCA any and all instruments, source documents, designs, instructions and codes reasonably required by GCA in connection with the use, adaption and enjoyment of the Deliverables and of the GCA's rights therein and thereto.
- 11.4** The Contractor undertakes to do everything necessary to see to it that all existing and any future Intellectual Rights - CopyRights or Industrial Property Rights pertaining to results in connection with the Services are (and remain) vested with GCA or with third party designated by it. The rates that Contractor charges to GCA in the context of the Contract shall be deemed, in as far as necessary, to include payment for these Intellectual and/or Industrial Property Rights. To affect this transfer, the following acts must at any rate be performed: by signing the Contract, Contractor transfers to GCA all existing and future Intellectual and/or Copy Right/Industrial Property Rights to existing and future results of the Work.
- 11.5** Insofar as these acts prove not to see to it that all Intellectual and/or Industrial Property Rights are transferred to GCA, Contractor undertakes, if the situation arises, to do everything possible to affect the transfer, without the Contractor being allowed to attach further conditions to its cooperation. As long as this has not been done, Contractor



hereby gives GCA: irrevocable authorization to exercise and protect the powers arising from the relevant Intellectual and/or Industrial Property Rights in and out of court; an exclusive, irrevocable license, not subject to a time limit, to the relevant Intellectual and/or Industrial Property Rights.

11.6 Insofar as Contractor has made any material available to GCA, to which material the Contractor has Intellectual and/or Industrial Property Rights, the Contractor states that it shall grant GCA a non-exclusive and non-transferable right to use this material. Furthermore, Contractor indemnifies GCA from claims of third parties based on (alleged) Intellectual and/or Industrial Property Rights or on any other basis.

11.7 It is acknowledged and agreed by the Parties that GCA owns all property rights and may use, adapt, add to and subtract from the Deliverables and combine these with other artistic or literary material and to publish the result by any means, it being understood that the Contractor (including its employees and subcontractors) hereby waives and agrees not to exercise any so-called "moral rights" which may now or may hereafter be recognized.

12. ORGANISATION

12.1 Each Party shall designate a contact person who will act in a liaison capacity throughout the term of this Agreement. Each Party will immediately notify the other Party in writing of changes in its contact person.

The following persons shall be contacted for the liaison of this Agreement:

For GCA:

Representative:
(Title)


For the Contractor:

Representative:
Assignment Manager:

or such successors as each Party may designate and communicate in writing to the other Party.

12.2 The Contractor shall ensure the selection of personnel with the necessary skills and competence to take part in each Work Order under this Agreement.

12.3 The Contractor's personnel shall remain employees of the Contractor and GCA's personnel shall remain employees of GCA. As employers, GCA and the Contractor shall each bear exclusive responsibility for the remuneration, social security and insurance, whether professional or non-professional, of its personnel. Each Party shall indemnify and hold the other Party free and harmless from any cost, expense or liability in this respect.

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- 12.4** The Contractor shall provide the works and services in such places as the GCA may reasonably specify. Whenever the Contractor, the Contractor's staff or any other personnel working on the behalf of the Contractor work on GCA's premises, the Contractor shall ensure their compliance with GCA's Code of Conduct as well as fire, health and safety rules and procedures.
- 12.5** Unless otherwise agreed in a Work Order, each Party shall bear the travel and accommodation costs of its personnel.

13. TIME SCHEDULE

- 13.1** A time schedule shall be made for each separate Work Order (see Clause 6 above).

14. REMUNERATION


- 14.1** GCA shall pay remuneration to the Contractor in accordance with the terms laid out in each Call Off/Work Order (see Clause 6 above). Unless otherwise agreed for a specific Work Order, the remuneration shall be based on the hourly/daily rates set out in the Contractors Proposal associated with this Agreement.
- 14.2** Unless expressly stated otherwise in a Work Order, any types of expenses shall not be reimbursed by GCA but borne by the Contractor. Any hourly/daily rate or other fixed fee shall also be considered to include all materials, labour and equipment needed for the performance of the respective Work Order.
- 14.3** The Contractor shall notify GCA of any need for the rendering of services or works not covered by the Work Order. Without the prior written approval of GCA, the Contractor shall not be entitled to perform any such services or works for GCA.
- 14.4** Except for value added tax (VAT), all taxes, charges and fees of whatever nature which may be imposed by any authority on the amounts paid to the Contractor under this Agreement or any Call-off shall be paid and borne by the Contractor.

15. LIABILITY AND INSURANCE

- 15.1** The Contractor shall, as a minimum, carry the liability and maintain professional insurance coverage for each Work Order.
- 15.2** It is the responsibility of the Contractor to cover, through personal accident insurance contracts, any personal accident risks suffered by its personnel or by its subcontractors' personnel, in the context of actions under this contract.
- 15.3** Personal accident insurance shall provide that compensation shall be paid to the injured party or, in the event of death, to whomsoever proven to be entitled, in accordance with the law of succession or other applicable legal provisions.

16. CONFIDENTIALITY and MARKS

- 16.1** "Confidential Information" means any scientific, technical, financial, commercial or other information of any nature and in any form provided by either Party to the other



Party which is not in the public domain and which relates to the affairs of the Party or any of its business contacts.

- 16.2** The parties shall keep confidential all information and technical and non-technical, commercial or other documentation related to the recipients that may be known under or in connection with the performance of this contract.
- 16.3** The duty of confidentiality provided for in the preceding paragraph shall include, in particular, written documents, personal data, drawings, plans, applications and software in the form of source code or object code, specifications, trade secrets, methods and formulas, internal situations, of a labor or other nature.
- 16.4** The information covered by the obligation of secrecy may not be transmitted to third parties, nor object of licensing or any other use or mode of economic use, unless expressly authorized in writing by the contracting entity.
- 16.5** The co-contractor may only transmit confidential information to its employees and, in any case, only if the following circumstances occur cumulatively:
- a) the employees concerned need to know this information in order to fulfil their tasks under the contract.
 - b) The employees are informed about the confidential nature of the information.
 - c) Employees are obliged to comply with the obligation of secrecy arising from this Clause.
- 16.6** The Contractor is responsible for the fulfilment of the duty of confidentiality on the part of its collaborators, whatever the legal nature of the bond, even after its termination, regardless of the cause of the termination.

17. PAYMENTS

17.1 All payments shall be made according to the provisions hereunder:

- a) Payment of each Work Order will be made in accordance with a payment plan included in the relevant Work Order agreed between the parties.
- b) Each payment milestone shall be unique and shall identify a portion of work measured by an amount of money recognizable.
- c) A payment Milestone shall be deemed achieved, if an item, event or service, specified as entitling the Contractor to milestone payments, is delivered, supplied, reached or rendered as specified. If it should subsequently be shown that proper completion of the milestone was not achieved while milestone payment was made, GCA can adjust the value of the ensuing milestone payment(s) accordingly.
- d) Milestone payments will become due upon achievement of the defined payment Milestones,
- e) Payments shall be made within 30 days of presentation of the documents listed below:
 - Advance payment: Invoice, to be submitted after signature of each Work Order by all parties.
 - Progress payments: Invoice; Certification, to be submitted for acceptance and signature to GCA, that the stage foreseen has satisfactorily been completed.



- Final settlement: Invoice; Certification, to be submitted for signature to GCA , of satisfactory delivery of all deliverable items due under the Work Order concerned
- f) The GCA will credit the account of the Contractor shown on its invoices, on its behalf and on behalf of its subcontractors. The Contractor shall be responsible for paying the accounts of its subcontractors for this contract in a timely and proper manner in accordance with normal commercial practice and law. It shall indemnify GCA against any claims arising from such subcontractors caused by his failure so to pay such subcontractors.
- g) GCA reserves the right to visit the Contractor's and/or Sub-contractor(s) premises and ascertain the progress of the work under the Contract prior to making the payment concerned.
- h) All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable. GCA retains the right to request further details if it deems this necessary.
- i) In case of an audit of GCAs expenses, the Contractor shall cooperate fully and shall respond to all of GCAs and the auditor's requests for information truthfully and timely. The Contractor shall permit the auditor access to its premises if this is necessary to conduct the audit.
- j) All invoices must be addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to **finance@gca.org**.
- k) GCA will transfer the payments to the following Contractor's bank account:

Bank account holder's full name:	...
Name and address of recipient's bank:	...
Recipient's account number/IBAN:	...
Recipient bank's SWIFT or BIC code:	...
Recipient bank's routing information:	...
Bank account currency:	...


17.2 The Contractor is required to submit invoices for all payments due under the Contract, to **GCA Finance Division**. The Contractor undertakes to submit complete invoices (including instructions for billing taxes and duties, where applicable), and to provide all supporting documentation as required by the Contract in support of the claims.

17.3 Payments shall be made by the GCA in EUROS, to the account(s) specified by the Contractor. Payments shall be considered as effected on time if the GCA's orders of payment reach its bank within the payment period stipulated in this contract.

17.4 Any special charges related to the execution of payments will be borne by the Contractor.

18. WITHHOLDING OF PAYMENTS

18.1 GCA reserves the right to withhold any advance,- progress- or final settlement payment, until withdrawal or rectification by the Contractor, as the case may be, of intellectual property right statements on documents, reports, plans, designs, data packages and



other items, which are not in line with the contractual provisions and any special exceptions or additions thereto.

19. SUBCONTRACTING


- 19.1** The Contractor shall have the right to involve subcontractors, availing of specific expertise, in the performance of the Agreement. The Contractor shall notify GCA of all subcontractors, specifying in each case their specific expertise.
- 19.2** Each Work Order will stipulate whether any of the work will be subcontracted with the agreement of GCA.
- 19.3** The subcontracting of any part of the Agreement shall not relieve the Contractor from any liability or obligation under the Agreement. The Contractor is fully responsible for the compliance with the Agreement by all of its subcontractors.

20. KEY PERSONNEL

- 20.1** Unless previously and expressly agreed upon otherwise by GCA in writing, the work shall be executed by such key personnel as have been proposed by the Contractor for Work Orders, such personnel shall be available throughout the concerned Work Orders for the work allocated to them according to the Contractor's and its Subcontractor's respective offers.
- 20.2** Key personnel for the purpose of this Article shall be defined as personnel indicated on the Contractor's or its Subcontractor's organizational chart involved in project execution down to and including at least one level below the Contractor's or Subcontractor's Project Manager.
- 20.3** Any replacement or part-time assignment to other tasks of such key personnel requires the prior GCA written approval. Appropriate requests from any level of contracting shall be channelled through the Contractor, and shall be accompanied by a justification for the proposed change and by a comprehensive Curriculum Vitae of the new key personnel proposed.
- 20.4** GCA approval of the replacement will not be unreasonably withheld provided the replacement personnel proposed by the Contractor has the equivalent or better qualifications and experience than those to be replaced. In the affirmative case, GCA's representatives mentioned will supply the Contractor with a written approval.
- 20.5** GCA shall have such personnel replaced, if such personnel do not comply with their assigned duties, or on giving other important reasons. In such a case the Contractor, and its Subcontractor shall replace that person within 2 calendar months by another person having the requested qualifications.

21. SPECIAL CONDITIONS OF PERFORMANCE

- 21.1** GCA will not be entitled to give directives to the Contractor's and Sub-contractors' personnel (hereinafter designated by "the Contractor's personnel" or "its personnel") other than operational and safety instructions necessary to the performance of the services described in the Statement of Work. These instructions do not in any way



create a link of authority or management control of the Contractor's personnel by GCA.

21.2 The legal relationship resulting from the Contract of employment between the Contractor's personnel and the Contractor shall not be affected by this Contract/or subsequent work order.

21.3 The Contractor shall observe the normal safety regulations in force at the places of performance in any country where the services are effectively performed and also any special safety instructions issued by the GCA.

22. USE OF GCA IMAGES OR LOGOS

22.1 Without the prior written consent of GCA, the Contractor shall not use or make reference to any images or logos of GCA.

23. PUBLICITY

23.1 Without the prior written consent of GCA, the Contractor shall not publicize the Agreement or any part thereof unless it is obliged to do so to comply with applicable laws or regulations or with a court or administrative order.

24. FORTUITOUS OR FORCE MAJEURE CASES

24.1 Neither party shall incur liability if, by accident or force majeure, it is prevented from fulfilling its obligations under the framework agreement.

24.2 A fortuitous or force majeure event is any unforeseeable and exceptional situation or event, independent of the will of the parties, and does not derive from the lack or negligence of any of them.

24.3 The party invoking cases of force majeure or force majeure shall communicate and justify such situations to the other party, as well as informing the foreseeable period of time to restore the situation.


25. SUSPENSION OF THE FRAMEWORK AGREEMENT

25.1 Without prejudice to the right of withdrawal from the framework agreement, GCA may at any time, on grounds of public interest, in particular where public security reasons are involved, suspend the implementation of the framework agreement in whole or in part.

25.2 The suspension shall take effect on the day following the date of notification of the contracting parties to the framework agreement, unless the said notification contains a later date.

25.3 GCA may at any time lift the suspension of the implementation of the framework agreement.

25.4 Service providers selected as co-contractors in the framework agreement may not claim or require any compensation or compensation on the basis of total or partial suspension of the framework agreement.



25.5 If the Contractor selected does not provide sufficient resources to perform the contracted service, GCA reserves the right, with just cause, and without prejudice to a resolution under the terms of the following paragraph, to suspend agreement, without prejudice to a resolution under the terms of this agreement.

26. TEMPORARY IMPOSSIBILITY TO PROVIDE SERVICES

26.1 Whenever the Contractor is temporarily unable to provide services, he shall inform GCA accordingly.

26.2 For the purposes of the preceding paragraph, a temporary interruption of service provision is considered an interruption for a period not exceeding 60 (continuous) days.

26.3 Upon the expiration of the period provided for in the previous paragraph without the situation being settled, the Contractor shall request the extension of the term, GCA, however, reserves the right to terminate the contract.

26.4 The temporary impossibility of providing services in the first 4 (four) months of the framework agreement, which will be considered as non-compliance with the implementation deadlines.

27. INDEMNIFICATION

27.1 The Contractor shall indemnify and hold harmless GCA against all claims, fines, costs and damages in connection with and/or resulting from any default in relation to employees taxes and insurances.

27.2 Contractor shall further indemnify and hold harmless GCA against all claims, costs and damages in connection with and/or resulting from any act or omission to act in relation to the Services, unless such act or omission to act directly results from any act of GCA for which it can be seriously blamed. Contractor waives any entitlement pursuant to article 7:658 sub 4 BW Dutch of laws.

27.3 The Contractor hereby agrees to indemnify and hold harmless GCA from and against any and all direct losses arising out of or in relation to third-party claims of any kind which. If a claim is made that may give rise to a claim for indemnity under this clause then GCA shall notify the Contractor of such claim immediately, give the Indemnifying Party all reasonable co-operation and shall not negotiate the claim without the consent of the Indemnifying Party in writing.

28. AMENDMENTS

28.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral with respect to the subject matter of this Agreement. Amendments to or changes of this Agreement or any Work Order under it shall, in order to be valid, be made in writing and signed by authorized representatives of both Parties and shall be clearly stated as amendments to or changes of this Agreement or the Call-off, as the case may be.

28.2 If at any time one or more of the provisions of this Contract becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired.

29. ASSIGNMENT

29.1 GCA shall have the right to assign or otherwise transfer any or all of its rights and obligations under this Agreement to a successor company or other legal entity established by the partner countries in the GCA project. The Contractor is not entitled to assign this Agreement, in full or in part, without GCA's prior written consent.

30. NO WAIVER

30.1 The provisions of the Agreement may not be waived except in writing. The failure of a party to insist upon strict adherence to any provision of the Agreement shall not be considered a waiver of any right under the Agreement, and shall not deprive that party of the right at any later time to insist upon the strict adherence to the Agreement.

31. ANTI-CORRUPTION

31.1 The Contractor warrants that no offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice has been made or shall be made, either directly or indirectly, as an inducement or reward for entry into this Agreement by GCA or in the subsequent execution of the Agreement. Any such practice will be grounds for terminating the Agreement without any compensation to the Contractor and for such other additional actions, civil and/or criminal, as may be applicable.

32. SETTLEMENT OF DISPUTES AND GOVERNING LAW

32.1 This Contract and any agreement resulting from this Contract shall be governed by and construed in accordance with the laws of the Netherlands.

32.2 In the event of any dispute of difference of opinion between the Parties arising out of or in connection with this Agreement or any Call-off/Work Order, each of the Parties shall use its best efforts to settle each dispute or difference in opinion amicably by negotiations. Failing such an amicable settlement, the parties shall resort to arbitration under the rules of the International Chamber of Commerce (ICC). Any unresolved dispute shall be settled exclusively by the Dutch competent court in Rotterdam.

33.4. The place of arbitration shall be the Hague, the Netherlands. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the Agreement has been executed in two (2) originals, of which the Parties have received one (1) each.





Agreed and signed by both Parties.

For Contractor,

Name:
Date:
Place:

For GCA,


Name:
Date:
Place:



Annexes:

- Annex 1 – Template of GCA Work Order
- Annex 2 – Signed Declaration on Honour
- Annex 3 – Frame Agreement Statement of Work
- Annex 4 – Contractors Proposal
- Annex 5 – GCA’s Acknowledgement Statement

Annex 1 – Template of GCA Work Order

 GLOBAL CENTER ON ADAPTATION		Contractor:	
		Contract number:	
WORK ORDER	No:	DATE:	
TITLE OF WORK ORDER:		GCA SOW REF:	
		PREVIOUS ATP REF:	
DESCRIPTION OF ACTIVITIES:			
PERIOD OF PERFORMANCE:			
PRICE AND PAYMENT PLAN:			
SPECIFIC CONDITIONS:		LOL AVAILABLE BEFORE THIS WORK ORDER:	
		LOL AVAILABLE AFTER THIS WORK ORDER	
CONTRACTOR	TECHNICAL REPRESENTATIVE	DATE:	CONTRACTS OFFICER
			DATE:
GCA	TECHNICAL REPRESENTATIVE	DATE:	CONTRACTS OFFICER
			DATE: