

## ANNEX B

### CONTRACTUAL TERMS AND CONDITIONS

#### REQUEST FOR PROPOSALS – BID 0x.23

#### THIRD-PARTY COMPREHENSIVE REVIEW OF THE ORGANIZATION AND PERSONNEL STRUCTURE OF THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

1. The contractor is neither an employee nor a staff member of GS/OAS and is not entitled to any of the rights, benefits, and emoluments of GS/OAS staff members.
2. The contractor undertakes to perform the Contractor's functions under this Contract and to regulate the Contractor's conduct in conformity with the nature, purposes, and interests of the GS/OAS. The contractor shall complete the Work following the highest professional standards and shall conform to all governmental pertinent laws and regulations.
3. The contractor accepts full legal responsibility for the Work, including all liability for any damages or claims arising from it, and agrees to hold GS/OAS and its staff members harmless from all such damages or claims. The contractor shall provide certificates of insurance coverage as GS/OAS may require proof of ability to cover such liability.
4. The contractor does not legally represent GS/OAS, shall not hold himself out as having such powers of representation, and shall not sign commitments binding GS/OAS.
5. Contractor shall not have any title, copyright, patent, or other proprietary rights in any Work furnished under this Contract. All such rights shall lie with GS/OAS. At the request of GS/OAS, the Contractor shall assist in securing the intellectual property rights produced under this Contract and in transferring them to GS/OAS.
6. All information (including files, documents, and electronic data, regardless of the media it is in) belonging to GS/OAS and used by the Contractor in the performance of this Contract shall remain the property of GS/OAS. Unless otherwise provided in the Terms of Reference (Appendix 1), the Contractor shall not retain such information, and copies thereof beyond the termination date of this Contract, and the Contractor shall not use such information for any purpose other than for the completion of the Work.
7. Contractor certifies that he has read and agrees to comply fully with the following documents: Administrative Memorandum No. 120 "Information Security Policy", <http://www.oas.org/legal/english/admmem/admmem120.pdf>, Executive Order No. 15-02 "Policy and Conflict Resolution System for Prevention and Elimination of All Forms of Workplace Harassment" <http://www.oas.org/legal/english/gensec/EXOR1502.htm>, and Executive Order No. 12-03 "Code of Ethics of the General Secretariat" <http://www.oas.org/legal/spanish/gensec/EXOR1203.htm>.
8. The Gross Compensation paid to Contractor constitutes full consideration for the Work. It covers all fees, expenses, and costs incurred by Contractor in providing the Work, as well as Contractor's direct compensation for same.
9. Because the Contractor is an independent contractor, GS/OAS is not responsible for providing social security, workmen's compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for the Contractor and his employees under this Contract. The contractor is solely responsible for providing those

benefits, and the Parties have agreed upon the Gross Compensation hereunder to enable the Contractor to satisfy that responsibility. At the request of GS/OAS, the Contractor will provide satisfactory evidence of workman's compensation and other insurance coverage that may be required for all its employees or such Contractors.

10. Contractor warrants that his performance of the Work will not violate applicable immigration laws, and Contractor shall not employ any person for the performance of this Contract where such employment would violate those laws.
11. Unless otherwise specified in this Contract, Contractor shall have the sole responsibility for making Contractor's travel, visa, and/or customs arrangements related to and/or required for the performance of this Contract, and GS/OAS shall have no responsibility for making or securing such arrangements.
12. This Contract shall be null and void in the event the Contractor is unable to obtain a valid visa and other permits or licenses necessary to complete the Work in the country where the Contract is to be performed.
13. Unless otherwise specified in this Contract, the Contractor shall neither seek nor accept instructions regarding the Work from any government or any authority external to the GS/OAS. During the period of this Contract, the Contractor may not engage in any activity that is incompatible with the discharge of the Contractor's obligations under this Contract. The contractor must exercise the utmost discretion in all matters of official business for GS/OAS. The contractor may not communicate at any time to any other person, government, or authority external to GS/OAS any information known to him because of his association with GS/OAS which has not been made public, except in the course of the performance of Contractor's obligations under this Contract or by written authorization of the Secretary General or his designate; nor shall Contractor at any time use such information to private advantage. These obligations do not lapse upon Contract termination. Failure to comply with these obligations is cause for termination of this Contract.
14. Unless specifically provided for in this Contract<sup>1</sup> per CPR Rule 5.13.1, the Contractor may not directly supervise a GS/OAS staff member or direct a project or mission that requires the Contractor to supervise GS/OAS staff members.
15. Contractor shall not openly participate in campaign activities for or otherwise openly support and or promote any candidate for elected positions in the OAS; nor shall Contractor use the facilities of the GS/OAS and/or its staff provided to him under this Contract to support and promote the candidacy of any candidate for an elected position in the OAS.
16. GS/OAS may terminate this Contract for a cause with five days' notice in writing to the Contractor. Cause includes, but is not limited to: failure to complete the Work following professional standards or to otherwise deliver conforming goods and services; failure to meet deadlines; conduct which damages or could damage relations between the OAS and a member state; fraudulent misrepresentation; criminal indictment; sexual harassment; workplace harassment; bankruptcy; conduct incommensurate with the requirements for participation in OAS activities; and breach of any of the provisions of this Contract.
17. Either party may terminate this Contract for unforeseen circumstances by giving at least

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1 Any such provision must comply with the requirements of CPR Rule 5.13.1 in Executive Order No. 05-04, Corr. No. 1 at <http://www.oas.org/legal/english/gensec/EXOR0504CORR1.doc>.

- thirty days' notice in writing to the other. Unforeseen circumstances include, but are not limited to, modifications to the Program-Budget of the OAS; lack of approved funds in the OAS Program-Budget for the corresponding program or project; failure of a donor to provide fully the specific funds which were to finance this Contract; an act of God; and the Secretary General's or a member state's desire to discontinue the Work.
18. In the event this Contract is terminated with or without cause, Contractor shall submit to GS/OAS all of the Work completed and shall receive payment for only that portion of the Work completed to the satisfaction of GS/OAS up until the date of termination.
  19. Contractor certifies that:
    - a) Neither the Contractor nor any of its senior officers and employees, on the date of the signing of this Contract, is a relative of any GS/OAS staff member above the P-3 level or of a representative or delegate to the OAS from an OAS Member State. The term "relative" includes spouse, son or daughter, stepson or stepdaughter, father or mother, stepfather or stepmother, brother or sister, half-brother or half-sister, stepbrother or stepsister, father or mother-in-law, son or daughter-in-law, brother, or sister-in-law.
    - b) He is not incompetent to enter into this Contract, is not on trial in a criminal court of any of the member states and has never been convicted of a felony or any crime involving dishonesty, fraud, or theft in any member state.
    - c) Completion of the Work shall not interfere with the completion of work for which he is responsible under any other contract with GS/OAS.
  20. Contractor shall not employ a staff member of GS/OAS or a relative of a staff member as defined in Paragraph 19 (a) above to perform the Work, nor shall Contractor permit any staff member of GS/OAS or any relative of the staff member, as defined in that Paragraph, to receive any personal financial benefit deriving from this Contract or the Contractor's contractual relationship with GS/OAS.
  21. Contractor shall not assign this Contract or any element thereof, without the prior written consent of GS/OAS.
  22. Upon written notice by either Party to the other, any dispute between the Parties arising out of this Contract shall be submitted to the American Arbitration Association, for final and binding arbitration following the selected entity's rules. The law applicable to the Arbitration proceedings shall be the law of the District of Columbia, USA, and the language of the arbitration shall be English.
  23. Nothing in this Contract constitutes an express or implied waiver by GS/OAS of its privileges and immunities under the laws of the United States of America or international law.
  24. This Contract shall enter into effect on the date on which it is signed by both Parties. Provided, further, that this Contract shall have no legal effect until it has been signed by both Contractor and a duly authorized representative of the GS/OAS.
  25. The law applicable to this Contract is the law of the District of Columbia, USA.
  26. This Contract, including Appendixes I-II, constitutes the entire agreement between the Parties, and any representation, inducement, or other statements not expressly contained herein shall not be binding on the Parties and shall have no legal effect.
  27. The masculine terms employed in this Contract should be understood to apply to males, females, and legal persons; singular pronouns should be understood to apply to the plural, when appropriate.

28. The Contractor warrants that neither it, its parent entities nor subsidiaries, or affiliated entities (if any) are engaged in any practice inconsistent with international human rights laws and standards that prevent child labor, sexual exploitation, and trafficking in human beings. The contractor shall take all appropriate measures to prevent its personnel from engaging in sexual exploitation, child labor, and trafficking of human beings.