

INTERNATIONAL COMMITTEE OF THE RED CROSS

GENERAL CONDITIONS FOR **CONSULTING CONTRACTS**

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1. DEFINITION

The consultancy is a contract whereby the undersigned obliges himself to carry out the contractually agreed business transactions or services with which he¹ has been entrusted.

2. LIABILITY FOR FAITHFUL PERFORMANCE

The undersigned is liable if he does not apply the diligence and knowledge one may expect objectively from a professional active in the relevant line of work.

He shall personally perform his obligation unless he is duly authorized, or compelled by the circumstances, to entrust a third person with their performance, or if the right of substitution is considered permitted customarily.

3. PLEDGE OF DISCRETION / ICRC NAME AND LOGO

The objective of the ICRC is to provide protection and assistance for victims of war, civil war or internal disturbances and for other victims on whose behalf the ICRC is called upon to take action. To attain this objective as effectively as

¹ Pronouns in the masculine gender shall apply equally to men and women in this document.

possible, the ICRC must at all times enjoy the confidence of governments and of the victims.

This confidence is largely based on the neutrality of the ICRC and on the discretion with which it conducts its activities and, in particular, on its undertaking that anybody active for the ICRC will never disclose what he sees or learns while working for the ICRC.

Accordingly, anybody active for the ICRC therefore undertakes to observe the utmost discretion concerning matters with which he shall be called upon to deal or which may come to his knowledge and to consider himself bound by professional secrecy in this regard.

This duty shall remain in effect even after the contract has ended.

The use of the name and / or logo of the ICRC in any way is prohibited unless expressly authorised in writing in advance.

4. INTELLECTUAL PROPERTY RIGHTS

The undersigned herewith automatically cedes to the ICRC all transferable intellectual property rights to the results of his work for the ICRC. These rights include, but are not limited to, the exclusive right to use, publish, sell, modify or distribute any material prepared for or on behalf of the ICRC.

5. SECURITY WARNING / DISCHARGE FROM LIABILITY

The nature of the ICRC's work and of armed conflicts can make working for the ICRC highly dangerous. Risks include injury, kidnapping and death. The undersigned must be aware of these risks and know that in case of a kidnapping it is ICRC policy not to pay any ransom and that no insurance has been concluded for that purpose. The undersigned confirms that he has been informed of and accepts these risks. **In any case, the ICRC's and its employees' liability is expressly excluded.**

The undersigned must be thoroughly familiar with any specific instructions that apply at the delegation and comply with them at all times.

6. RESPECT FOR HUMANITARIAN VALUES

For the duration of the contract, the undersigned may according to the circumstances be considered "close" to the ICRC. His acts and/or behaviour may reflect on the image and/or the reputation of the ICRC. He therefore undertakes to comply with the essence of the relevant ICRC rules of conduct and to adopt an attitude compatible with the purely humanitarian nature of the organization's work, in accordance with the attached "Rules to be observed by individuals who work for the ICRC". This does not mean, however, that the undersigned, who remains self-employed, thus establishes an employment relationship with the ICRC. The latter may cancel the contract if the undersigned does not respect these rules and if ICRC's association with the undersigned is detrimental to ICRC's actions or reputation.

7. INSURANCE

Nothing in the parties' relations shall be construed as an employment relationship. The undersigned therefore bears sole responsibility for insurance (old-age, invalidity, unemployment, accident, sickness, loss of earnings, third-party liability), for which he shall take out adequate coverage for himself and his employees.

8. FORCE MAJEURE

Neither of the parties shall be held liable for a delay or any other failure to perform brought about by unforeseeable natural disaster, civilian unrest, strike or government restriction / constraint independent of the will of the party invoking it, provided that said party:

- informs the other party immediately of the existence of the cause and potential delay, and
- does all it can to discharge its obligations in spite of that cause.

If the cause persists for seven days, either of the parties may cancel the contract by informing the other party in writing.

9. WORKING CONDITIONS AND CHILD LABOUR

9.1 By virtue of the Universal Declaration of Human Rights, the Convention on the Rights of the Child and the ILO's Declaration on Fundamental Principles and Rights at Work, the Contractor must respect the following:

- prohibition on the use of child labour;
- prohibition on the use of forced labour;
- national laws regarding hygiene, safety and labour rights.

9.2 The application of these principles shall be based on the laws of the country in which the work is located.

9.3 Should those laws fail to be observed by the undersigned and / or its Subcontractors or suppliers, the ICRC may make recommendations. If these are not followed, the Client shall be entitled to suspend or cancel the contract.

10. RESPECT FOR THE LAW

The undersigned undertakes to comply with the law. Should he nevertheless fail to do so, the ICRC shall be entitled – depending on the seriousness of the breaches and the significance which he judges those breaches to have had regarding the ICRC's operations – to cancel the contract.

11. MINES AND OTHER WEAPONS

The undersigned hereby certifies not to be involved in any manner whatsoever in the transport, sale and / or production of mines or any other weapons. Should the undersigned make a false certification in this respect, the ICRC shall be entitled to cancel the contract with immediate effect.

12. MODIFICATION OF THE GENERAL CONDITIONS AND / OR CONTRACT

No modification of the clauses of these General Conditions or of the Client's standard contract may be effected without the express written agreement of both parties.

13. ENFORCEABILITY / VALIDITY

Any provision of the contract prohibited by or unlawful or unenforceable under any applicable law shall to the extent required by such law be ineffective without modifying the remaining provisions of the contract.

Where however the provisions of any such applicable law may be waived they are hereby waived by the parties hereto to the full extent permitted by such law to the end that the contract shall be a valid and binding agreement enforceable in accordance with its terms.

14. ARBITRATION – NOT APPLICABLE

15. IMMUNITY

Nothing in these General Conditions and/or in the contract shall be directly or indirectly interpreted as a waiver on the part of the ICRC of its privileges and immunities as an international organization.

Read and accepted:

Place and date: _____ Signature: _____