



## Agreement for Services (Agreement)

### SERVICES AGREEMENT COVER SHEET

Service Recipient	CGIAR System Organization (CGIAR)
Address	1000 avenue Agropolis, F-34394, Montpellier, Cedex 5, France
Phone	+33 (0)4 7 04 36 40
CGIAR Representative Name and Title	Click or tap here to enter text.
CGIAR Representative Phone/Email	Click or tap here to enter text.
Contractor Name (Contractor)	Click or tap here to enter text.
Contractor/Vendor ID	Click or tap here to enter text.
Address	Click or tap here to enter text.
Phone	Click or tap here to enter text.
Contractor Representative Name and Title	Click or tap here to enter text.
Contractor Representative Phone/Email	Click or tap here to enter text.
Project Name (Project)	Click or tap here to enter text.
Effective Date (Effective Date)	Click or tap here to enter text.
Term of Agreement (Term)	From: Click or tap to enter a date. To: Click or tap to enter a date.
Agreement Currency (Agreement Currency)	USD
Total Contract Sum – <i>The total sum to be paid to the Contractor for the Services will not exceed this amount unless there is a written amendment adjusting the amount.</i>	Click or tap here to enter text.
Payment by (select type)	Choose an item.
Invoices submitted to:	smo-invoicing@cgiar.org Attention: <b>SMO Financial Services</b>

This Agreement is governed by the “Agreement establishing the CGIAR System Organization as an International Organization” and recognized principles of international law, to the exclusion of any single national system of law. The Contractor will comply with all laws, ordinances, rules, and regulations relating to the performance of its obligations under the terms of this Agreement.

Signed for CGIAR:	Signed for the Contractor:
Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Title/Role: Click or tap here to enter text.	Title/Role: Click or tap here to enter text.
Date:	Date:

## Terms and Conditions

This Agreement is made and is in full force as of the first day of the Effective Date between CGIAR and the Contractor. CGIAR and the Contractor are collectively referred to as “the Parties”.

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

### 1. Background

The CGIAR System Organization, established as an international organization on 20 July 2012, works in close partnership with CGIAR's 15 international agricultural research Centers engaged in research for a food secure future

The Contractor has represented that it has the necessary expertise and skills to assist CGIAR.

Based on the Contractor's representations, CGIAR has decided to engage the Contractor to provide Services to CGIAR.

The Contractor has agreed to provide the Services as defined in this Agreement for the consideration and on the terms and conditions contained in this Agreement.

### 2. Annexes, Definitions, and Interpretation

Attached to and forming part of this Agreement are the following:

Annex A – Details of Representatives, Description of Services, and Payment Milestones

Part 1 – Details of Representatives

Part 2 – Description of Services

Part 3 – Payment Milestones (if applicable)

Annex B - Payment

Part 1 – Payment Terms

Part 2 – Invoices and Taxes

Part 3 – Accounting Records

Annex C – Special Conditions

Annex D – Definitions

The words used in this Agreement will be defined as set out in the Definitions at Annex D to this Agreement. If any word in Annex D is defined specifically within the Agreement, the definition within the Agreement will be controlling.

Within this Agreement, a reference to this Agreement or another instrument will include any variation, amendment, novation, or replacement of this Agreement or the instrument to which there is a reference.

In case of any ambiguities or inconsistencies in this Agreement not covered by this section, the requirement with the higher standard or which requires the higher performance or additional work or obligations prevails.

The Cover Sheet to this Agreement will form part of this Agreement.

### **3. Privileges and Immunities**

Nothing contained in this Agreement or any course of dealing between the Parties shall be deemed a waiver, express or implied of any privilege or immunity that CGIAR may enjoy in France pursuant to the treaty between the Government of France and CGIAR dated 20 July 2012 regarding privileges and immunities stipulated by CGIAR. In addition, nothing contained in or relating to this Agreement will confer any privilege or immunity on the Contractor, its Personnel, or its sub-contractors.

### **4. Provision of Services**

The Contractor will provide the Services to the standards, at the times and in the frequency, quantity and manner specified in Annex A Part 2 and also in the other terms of this Agreement or as further or alternatively directed by CGIAR from time to time.

The Contractor will:

- exercise and ensure its Personnel exercise the high standard of skill, care, diligence, efficiency and economy that would be expected of an expert professional provider of the Services;
- act and ensure its Personnel act in good faith and in the best interests of CGIAR;
- notify CGIAR as soon as it becomes aware of any event, issue, or circumstances which may adversely affect the performance of the Contractor's Services;
- comply and ensure its Personnel comply with all reasonable directions by CGIAR, including a direction to suspend, discontinue, substitute, or otherwise vary part or all of the Services or to deliver Project Material; and
- comply and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Services.

### **5. Transport and Logistics**

The Contractor is responsible for arranging and providing all transport and logistics to enable the provision and completion of the Services unless specifically provided for in this Agreement.

### **6. Warranties and Representations**

The Contractor warrants, represents and undertakes for the duration of the Term that:

CGIAR System Organization Agreement for Services (SO FN 01 PL 01 TL 10)

it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform the Contractor's obligations under this Agreement;

- at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement and that it will use its best endeavors to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement;
- it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement;
- its Personnel have the necessary experience, skill, knowledge, expertise and competence to perform the Services;
- it has and will continue to have all necessary rights in, and to, the Contractor's software or the third-party software or any other materials required to perform the Contractor's obligations under this Agreement;
- all statements and representations made to CGIAR by the Contractor prior to, or in, this Agreement are to the best of its knowledge, information and belief true and accurate and that it will advise CGIAR of any fact, matter or circumstance of which it may become aware which might render any such statement or representation false or misleading;
- the Contractor will immediately notify CGIAR if at any time it becomes aware that a warranty or representation given by it under this Agreement has been breached, is untrue or is misleading; and
- where this Agreement is terminated prior to the completion of the Services (for whatever reason) the Contractor will supply all necessary information and explanation required by CGIAR in relation to the Services provided and any software used by the Contractor to enable CGIAR to use and complete the Services.

The Contractor agrees to CGIAR storing and processing their personal data or the personal data of Contractor staff and consents to CGIAR exporting this data for the purpose of business activities.

## **7. Access by CGIAR**

The Contractor will give persons authorized in writing by CGIAR reasonable access to premises occupied by the Contractor where the Services are being carried out and will permit such persons to inspect any information or Project Material or records relating to the Services regardless of the location of the Project Material or records.

## **8. Payment**

In consideration of the Contractor providing the Services, CGIAR will pay the Contractor in accordance with Annex B.

## **9. Project Material and Intellectual Property**

Any Pre-existing Intellectual Property or other intellectual property developed by the Contractor that is not Project Material is the property of the Contractor. All Project Material is the property of CGIAR.

The Contractor undertakes to complete and sign all documentation necessary to evidence ownership and copyright.

The Contractor provides CGIAR with a perpetual, non-exclusive, worldwide, royalty-free license to use the Pre-existing Intellectual Property for the purpose of conducting or completing the Project.

All Inventions/Work(s), whether or not patentable or subject to copyright, which may be made, written, conceived or otherwise provided by the Contractor, or its Personnel, in performing the Services, either alone or in conjunction with others, in whole or in part, is work made for hire and is the sole and exclusive property of CGIAR. The Contractor agrees, upon CGIAR's request and at CGIAR's expense, to provide reasonable cooperation and assistance in the prosecution, defense, and maintenance of any Intellectual Property Rights (IPR) relating to any such Invention/Work(s). Unless and until covered by Letters of Patent or otherwise disclosed to the public by CGIAR, the Contractor will treat all Inventions/Works as Confidential Information. Upon the completion or termination of the Services, the Contractor will promptly turn over to CGIAR all Inventions/Works developed in the course of providing the Services.

The Contractor may not publish, exhibit, or lecture on matters directly relating to the Services unless the Contractor first obtains CGIAR's prior written consent thereto, which CGIAR may grant or deny in its sole discretion, and the manuscript, exhibit or speech will have been approved in writing by CGIAR.

The Contractor will ensure that no part of any Invention/Work(s) will contain Third Party Material without first obtaining the written permission of the IPR owner to use such data or material and any such data or material will clearly be identified to CGIAR by the Contractor prior to or at the time of delivery to CGIAR.

In the event the Contractor includes any Pre-existing Intellectual Property in any Invention/Work(s) the Contractor will clearly identify such Pre-existing Intellectual Property to CGIAR and CGIAR will have a non-exclusive, perpetual, worldwide, royalty-free license to use such Pre-existing Intellectual Property to the extent necessary to make use of the Invention/Work(s).

The Contractor will:

- ensure the safekeeping and maintenance of the Project Material including being responsible for preserving its integrity and preventing its corruption or loss;
- perform secure back-ups of all Project Material; and
- at the expiration or termination of this Agreement, deliver to CGIAR all Project Material and other property of CGIAR, which is in the Contractor's possession or control.

If unsatisfied with the quality or any other aspect of the Services or Project Materials, CGIAR may, at its sole discretion, amend or reject any Service or Project Material, statement, or recommendation made by the Contractor. If required to do so by CGIAR, the Contractor will correct rejected Service or Project Material within seven days or such longer period of time as will be agreed in writing by CGIAR.

## **10. Confidentiality**

The Contractor acknowledges that during the Term of this Agreement the Contractor and its Personnel may become acquainted with or have access to Confidential Information and agrees to maintain the confidence of the Confidential Information and to prevent its unauthorized disclosure to, or use by, any third parties. The Contractor will ensure compliance with this obligation by its Personnel.

The Contractor and its Personnel will not disclose or use any Confidential Information except to the extent that such disclosure or use:

- is strictly necessary for the performance of the Services;
- is required by Legislative Requirements;
- is authorized by prior written approval from CGIAR; or
- already is or comes into the public domain otherwise than through the Contractor's unauthorized disclosure (or that of any of its Personnel).

The Contractor and its Personnel will not use any Confidential Information received otherwise than for the purposes of this Agreement.

The Contractor will only disclose Confidential Information to the Contractor's Personnel who are directly involved in the provision of the Services and who need to know the information and the Contractor will ensure that such Personnel are aware of, and will comply with, these obligations and will sign a confidentiality undertaking provided by CGIAR with CGIAR on request.

If the Contractor is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of such disclosure to CGIAR.

The Contractor agrees that this obligation applies during the Term of this Agreement and after termination of this Agreement.

## **11. Data Protection and Privacy**

The Contractor undertakes to take all reasonable steps to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Agreement.

In addition to observing all Legislative Requirements of the country of the Contractor's registration and also the country or countries where the Services are performed, the Contractor and its Personnel will:

- observe the privacy principles in any Data Protection Legislation in the country or countries where the Services are performed and also the country of the Contractor's own registration;
- not disclose, use or hold any Personal Data in breach of any Data Protection Legislation; and
- indemnify CGIAR for any Loss due to any breach of any Data Protection Legislation.

The Contractor consents to the holding, processing and accessing of Personal Data by CGIAR relating to the Contractor or its Personnel for all purposes relating to the performance of this Agreement including, but not limited to, transferring such Personal Data to any country or territory.

## **12. No Employment or Agency**

Nothing contained in this Agreement will be construed or have effect as constituting any relationship of employer and employee between CGIAR and the Contractor.

Nothing in this Agreement will constitute the Contractor as acting as an agent of CGIAR. The Contractor will not have any right or power whatsoever to contract on behalf of CGIAR or bind CGIAR in any way in relation to third parties unless specifically authorized to do so by CGIAR and the Contractor will not hold itself out as having any such authority.

Nothing contained in this Agreement will constitute a partnership or joint venture between CGIAR and the Contractor.

## **13. Indemnity, Insurance, and Duty of Care**

The Contractor will indemnify and keep indemnified CGIAR, and the officers, employees, and agents of CGIAR, from and against any loss, damages, expenses or costs, including costs of any settlement, arising from any Claim or any Loss suffered or incurred, including personal injury, death, legal costs and expenses, and the cost of time and resources arising from or as a consequence of:

- the performance or failure to perform the Services or any part of them;
- a breach of the terms of this Agreement;
- any negligence by the Contractor or its Personnel in connection with the Services and/or this Agreement;
- a breach of warranty or representation, statutory duty, and/or tortious or illegal acts or omissions by the Contractor or its Personnel;
- a claim made against CGIAR by any Contractor's Personnel in respect of any breach of the terms of this Agreement or any Legislative Requirements concerning remuneration, income tax, worker's compensation, annual leave, long service leave, pension or superannuation or any award, determination or agreement of a competent industrial tribunal; or
- any penalty imposed for breach of any Legislative Requirement in connection with the provision of the Services by the Contractor.

CGIAR declines every form of responsibility for actions, claims, demands, costs and expenses which may arise from or be a consequence of any unlawful or negligent act or omission of the Contractor's Personnel in carrying out the Services.

The Contractor should have an appropriate level of insurance including Public Liability, Professional Indemnity, and insurance of workers. The Contractor will also comply with the Legislative Requirements of the Country in which they are incorporated relating to insurance at all times. The decision whether or not such insurances are required, rests entirely with the Contractor.

CGIAR may request evidence of insurance at any time during the Term of this Agreement and the Contractor will provide such evidence within seven days of the request.

All Contractor Personnel or contractors engaged pursuant to this Agreement will come under the duty of care of the Contractor. The Contractor will actively manage risks associated with performing the Services and will provide evidence of such management of risk to CGIAR upon request.

#### **14. Joint and Several Liability**

In the event that the Contractor consists of more than one entity, then each of those entities is jointly and severally liable for the performance of the Contractor's obligations under this Agreement.

#### **15. Termination, Default, and Damages**

CGIAR may, at any time, by written notice to the Contractor, terminate or constrict this Agreement or any part of this Agreement, and upon such notice being given, the Contractor will cease or reduce work according to the notice and will immediately do everything possible to mitigate consequential losses to CGIAR.

In that event the Contractor may submit a claim for compensation, CGIAR may pay to the Contractor such sums as are fair and reasonable in respect of any loss sustained by the Contractor provided that:

- The Contractor will not be entitled to compensation for loss of prospective profits;
- CGIAR will not be liable to pay any sum which, in addition to any amounts paid or due or becoming due to the Contractor under this Agreement, would together exceed the full cost ordinarily payable under this Agreement; and
- The Contractor will not be entitled to compensation for any sums that the Contractor is able to recover from any insurance.

#### Obligations on termination for whatever reason

Immediately on termination of this Agreement or at any time at the request of CGIAR the Contractor will:

- immediately deliver to CGIAR, without making copies in any form, all Project Material including documents, materials, records, correspondence, papers and information, on whatever media and wherever located, relating to the business or affairs of CGIAR,



any keys or other property of CGIAR which are in the possession of or under the control of the Contractor;

- leave the CGIAR offices as directed by CGIAR;
- irretrievably delete any information relating to the business of CGIAR stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the possession of or under the control of the Contractor;
- provide a signed statement that it has complied with fully with its obligations under this clause;
- supply all necessary information and explanation required by CGIAR in relation to the Services provided and any software used by the Contractor to enable CGIAR to use and complete the Services; and
- ensure that any Personnel of the Contractor comply with the terms of this clause.

If the Contractor fails within fourteen days after receipt of written notice to remedy any default in the performance of the following obligations, namely:

- To commence or to proceed at the rate of progress strictly in accordance with this Agreement; or
- To perform or observe the terms and conditions of this Agreement,

CGIAR may, by written notice, terminate the Agreement and recover from the Contractor any loss or damage suffered by CGIAR.

Without prejudice to the above provisions, if the Contractor fails to provide any or all of the Services fully in accordance with the terms and conditions of this Agreement, including the time period specified, CGIAR may, by notice given in writing, terminate the performance of this Agreement without incurring liability or termination charges of any kind.

CGIAR may at its discretion, accept deviations from deadlines as specified in this Agreement, without prejudice to any other rights and remedies. If such deviations are not accepted by CGIAR, CGIAR reserves the right to deduct from the price stipulated in this Agreement, as liquidated damages, a sum equivalent to 1% per day of the contractual price of the delayed Services for each day of delay up to a maximum 15 days. In the event that deadlines as specified in this Agreement are not respected, CGIAR has an option to terminate the Agreement without incurring any liability for termination charges or any other liability of any kind.

## **16. Force Majeure**

“Force Majeure” means an event or circumstance that impedes a Party from performing one or more of its obligations under this Agreement, provided that (a) such impediment is beyond its reasonable control; (b) it could not have been reasonably foreseen at the time of the conclusion of this Agreement; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) above:

- war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;

- civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- currency and trade restriction, embargo, sanction;
- act of authority whether lawful or unlawful, compliance with any law or governmental order;
- plague, epidemic, natural disaster or extreme natural event;
- explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; and
- general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

Neither party will be considered in breach of this Agreement to the extent that performance of their obligations is prevented by a Force Majeure Event. Upon occurrence of an event considered by the Contractor to constitute a Force Majeure Event, it will immediately notify CGIAR in writing and recommend options to overcome the effects of the event.

Upon receipt of the notice, CGIAR will make a determination, at its sole discretion, as to whether the event or circumstance constitutes a Force Majeure Event and will promptly notify the Contractor of its determination in writing. Despite any determination by CGIAR, the Contractor will endeavor to overcome the Force Majeure Event and continue to perform its obligations under this Agreement as far as reasonably practicable, subject to the other terms of this clause.

If CGIAR determines that a Force Majeure Event has occurred CGIAR may suspend or terminate the whole or part of this Agreement by written notice to the Contractor. Where this Agreement is suspended pursuant to this clause, the Parties will work together to agree any steps to be taken and an appropriate timetable to enable continued provision of the Services affected by the Force Majeure Event.

Where this Agreement is terminated pursuant to this clause, the Contractor will be entitled to payment in accordance with the terms outlined in the Performance and Termination clause and the provisions of that clause will apply.

## **17. Settlement of Disputes**

The Contractor and CGIAR will use their best efforts to resolve any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, by negotiation.

In the case an amicable settlement is not reached within sixty (60) days of such dispute, controversy or claim having been notified by one party to the other in writing, the dispute, controversy or claim will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this contract. There will be one arbitrator appointed by the parties by mutual consent, or failing this, by the Secretary-General of the Permanent Court of Arbitration. The place of arbitration will be Paris, France and the language to be used in the arbitration proceedings will be English.

## **18. Promotion and Publicity**

The Contractor will not, without prior written approval of CGIAR, make any public statement about or advertise or promote its involvement in providing the Services to CGIAR, whether in written, verbal or visual format (Promotional Material).

The Contractor will submit the request for approval of Promotional Material at least 30 days prior to the intended publication or promotion. If CGIAR determines that any amendments are necessary to the Promotional Material, the Contractor will make these amendments and submit amended Promotional Material to CGIAR to approve.

CGIAR may in its sole discretion refuse to approve Promotional Material provided to it by the Contractor.

The Contractor must ensure that all Promotional Material is accurate and not misleading in any way.

## **19. Assignment**

No rights or obligations of or Services to be rendered by the Contractor under this Agreement will be assigned, transferred or subcontracted to any third party without the prior written consent of CGIAR.

## **20. Notices**

Notices will be in writing and will be delivered by either prepaid and registered post, by hand, by facsimile or by email to the other party's representative at the address specified in this Agreement or such other address as is subsequently notified by the party. Notices will be deemed to have been received:

- If sent by prepaid registered post, on the day the mail would be delivered in the ordinary course of mail;
- If hand delivered by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt;
- If sent by facsimile, successfully sent (as noted on the sender's fax machine) by 5pm on a business day in the place of receipt, that business day, otherwise the following business day in the place of receipt; and
- If by email, the date of sending provided a delivery receipt for such email is received by the sender.

## **21. Waiver**

A right under this Agreement will only be waived if the waiver is in writing and signed by the relevant party. A waiver by either party will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

## **22. Severability**

Each provision of this Agreement will, unless the context otherwise necessarily requires, be read and construed as a separate and severable provision or part. If any provision or part is void or otherwise unenforceable for any reason that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

### **23. Amendment**

No amendment or change to this Agreement will be of any force or effect unless such amendment or change is in writing and signed by the parties.

### **24. Survival**

The following clauses will survive the expiration or termination of this Agreement:

- Project Material and Intellectual Property;
- Confidentiality;
- Data Protection and Privacy;
- Indemnity, Duty of Care, and Insurance;
- Promotion and Publicity; and
- Survival.

ANNEX A: DETAILS OF REPRESENTATIVES, DESCRIPTION OF SERVICES, AND PAYMENT MILESTONES

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**Part 1: Details of Representatives**

<b>CGIAR Contact Details</b>	
<u>Contact 1</u>	<u>Contact 2</u>
Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Title: Click or tap here to enter text.	Title: Click or tap here to enter text.
Email: Click or tap here to enter text.	Email: Click or tap here to enter text.
Phone: Click or tap here to enter text.	Phone: Click or tap here to enter text.
<b>Contractor Contact Details</b>	
<u>Contact 1</u>	<u>Contact 2</u>
Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Title: Click or tap here to enter text.	Title: Click or tap here to enter text.
Email: Click or tap here to enter text.	Email: Click or tap here to enter text.
Phone: Click or tap here to enter text.	Phone: Click or tap here to enter text.

**Part 2: Description of Services**

Description of Services

Click or tap here to enter text.

Responsibilities of Contractor

Click or tap here to enter text.

Responsibilities of CGIAR

Click or tap here to enter text.

### Part 1: General Payment Terms

The Total Contract Sum to be paid to the Contractor for the Services will not exceed the number listed in the Cover Sheet to this Agreement.

Payment is made in accordance with this Agreement.

Amounts are in the currency as indicated on the Cover Sheet. The Contractor will be entirely responsible for all risks arising out of currency fluctuations and bank charges associated with this Agreement.

The invoice(s) will be formulated solely on the basis of the Contract Sum. Payments to the Contractor's designated personnel for salary, allowances, bonuses, taxes, insurances, superannuation, non-working days and all other overheads and expenses of whatsoever nature that may be incurred, except those otherwise specifically provided for in this Agreement, are the sole responsibility of the Contractor.

The Contractor will not be entitled to payment of an invoice unless and until:

1. The deliverable items for which payment is claimed have been achieved or completed in accordance with the terms of this Agreement and also to the satisfaction of CGIAR; and
2. All Project Material for that part of the Services for which payment is claimed has been submitted to and approved by CGIAR.

Any payment by CGIAR is payment on account only and not evidence of the Contractor's compliance with this Agreement, an admission of liability, or acceptance by CGIAR of the Services.

If the conditions for payment are met and all terms of this Agreement are complied with, CGIAR will make payment within 30 days of the receipt of a valid invoice.

The Contractor consents to CGIAR deducting from moneys otherwise due to the Contractor any overpayment previously made, any moneys due from the Contractor and any claim to money which CGIAR may have against the Contractor, whether for damages or otherwise. Where it is found that any overpayment has been made to the Contractor CGIAR may also require reimbursement of such overpayment within 21 days of written demand.

The Contractor must provide CGIAR with the details of a bank account that accepts deposits in the Agreement Currency. Where the Agreement Currency and the Contractor's account currency differ, the exchange rate will be that of the date of the transfer.

## Part 2: Specific Payment Terms

CATEGORY	TERMS
<input type="checkbox"/> Hourly Rate  <input type="checkbox"/> Daily Rate	<p>&lt;&lt;Insert amount&gt;&gt; per hour.</p> <p>&lt;&lt;Insert amount&gt;&gt; per day.</p> <p>The Contractor will submit a timesheet reflecting the rate as indicated above on a:</p> <p><input type="checkbox"/> Weekly basis.</p> <p>OR</p> <p><input type="checkbox"/> Monthly basis.</p>
<input type="checkbox"/> Milestone Payment	<<Insert details of milestone payments>>
<input type="checkbox"/> Lump Sum Payment	Amount as indicated on the Cover Sheet and details as indicated in Annex A.
Allowances	<p><input type="checkbox"/> Subsistence allowance will be provided whereby the Contractor must submit receipts and will be reimbursed for actual costs incurred.</p> <p>OR</p> <p><input type="checkbox"/> Not Applicable</p>
Travel required for performing the Services	<p><input type="checkbox"/> Reasonable Service related economy travel and accommodation expenses are paid for by CGIAR. If, however, these are paid for by the Contractor, they will be reimbursed upon:</p> <ul style="list-style-type: none"> <li>• Sufficient written evidence to CGIAR verifying the incurrence of payment;</li> <li>• Presentation of an Expense Reimbursement Report; and</li> <li>• Prior written approval of the expenditure by CGIAR.</li> </ul> <p>Unless otherwise stated in this Agreement, during the time when the Contractor is traveling, the Contractor will be eligible to bill up to 50% of their rate during travel time. For the purposes of calculating travel time, the calculation will begin at the departure time of the first leg of transportation excluding standard requirements to be at the departure point at least two-hours prior to departure.</p> <p>OR</p> <p><input type="checkbox"/> Not Applicable</p>

### **Part 3: Invoices and Taxes**

Payment of any invoice by CGIAR is subject to the Contractor providing a valid invoice to CGIAR. A valid invoice will be in writing, contain the details of the Services provided including unit, unit rate, taxes, and any other information to be able to describe the Services and charges in sufficient detail.

Unless otherwise instructed, the amount of tax listed on Contractor's invoice shall be shown as a separate item together with the method of calculation.

If it is subsequently determined that any taxes and duties from which CGIAR is exempted have been included in the price paid by CGIAR, the amount of such taxes and duties will be refunded by the Contractor. In the event that the Contractor's price includes taxes or customs duties for which CGIAR is exempt, CGIAR may deduct such amount from the Contract price and payment of such corrected amount shall constitute full payment by CGIAR.

The Contractor acknowledges that CGIAR will withhold any taxes, which it is required by Legislative Requirements to withhold.

The Contractor acknowledges that it has not received any taxation advice from CGIAR and understands that all its taxation obligations remain the responsibility of the Contractor.

CGIAR may require the Contractor to provide additional information to assist CGIAR to determine whether an amount is payable. The payment term will be 30 days after the Contractor has provided the additional information to CGIAR's satisfaction.

### **Part 4: Accounting Records**

The Contractor will keep all records, including but not limited to invoices issued for payments pertaining to the Services, for a period of at least seven years following the expiration or termination of this Agreement. The records kept pursuant to this provision will at all reasonable times be available for an open inspection by CGIAR or a delegate of CGIAR who will be at liberty to take copies or extracts from the Records. The Contractor will cooperate fully in providing CGIAR or the delegate of CGIAR answers to such enquiries as may be made about such records.



## ANNEX C: SPECIAL CONDITIONS

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1. The Contractor agrees to cooperate as necessary to fulfill all compliance requirements.
2. The Contractor warrants that neither it, nor any of its Personnel is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.
3. The Contractor will undertake its best effort to ensure that payments provided by CGIAR under the Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations and are not diverted to support drug trafficking.
4. The Contractor warrants to pay all taxes, duties and charges imposed or levied in the country of which the Contractor is registered and/or in the country in which it is operating, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.
5. The Contractor warrants that neither it, nor any of its Personnel, is engaged in anti-discriminative behaviors on basis of gender, religion, age, and/or ethnicity.
6. The Contractor warrants that it will engage in environmentally sustainable practices, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.
7. The Contractor warrants that it, and its Personnel, will adhere to work health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.
8. The Contractor warrants to promote gender equity and inclusive practices ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the Services.
9. The Contractor warrants that neither it, nor its Personnel, is engaged in any political activity in the relevant country that may negatively impact on this Agreement.
10. Any breach of this Annex shall entitle CGIAR to terminate this Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind to CGIAR.

## ANNEX D: DEFINITIONS

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The words used in this Agreement will be defined as presented in this Annex. If any word in this Annex is defined specifically within the body of this Agreement, the definition within the Agreement will be controlling.

The following terms or expressions used in this Agreement have the stated meanings:

“Agreement” means this document (including all Annexes) and is as may be amended or supplemented by the Parties from time to time in writing;

“Business Day” means a day that is not an accepted non-work day, public holiday, special holiday, or bank holiday or otherwise in the jurisdiction in which this Agreement is to be fulfilled;

“Claim” means any claim, action, proceeding, demand, prosecution, judgement, damage, loss, cost, expense, fine, penalty or liability whatever incurred or suffered by or brought or made or recovered against a person and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means CGIAR proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, funders, affiliates, or agents disclosed to the Contractor or its personnel by CGIAR either directly or indirectly;

“Day” means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;

“Deliver” means hand over to, at the place specified in the Agreement, and acceptance of the item, whether it be a Good, a Service, a Premises, or other deliverable, by the Contractor or CGIAR at that place and delivery has a comparable meaning;

“Force majeure” means unforeseen events not within the control of either Party, including but not limited to, laws or regulations, strikes, lock-outs or industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrection, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts;

“Goods” means any item or tangible thing provided, or to be provided, to CGIAR by the Contractor (or any of the Contractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the materials, plant, equipment or other supplies stated in the Agreement. Where the context requires, the term “Goods” also includes “Services” as ordered in this Agreement and any ancillary services in relation to supply of goods;

“Invoice” means an invoice that complies with all relevant laws in the country in which the goods and services are delivered;

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to Goods and/or Services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of this Agreement;

“Invention/Work(s)” means all data, results, discoveries, inventions, improvements, reports and other works of authorship, trade secrets, and any other work product or deliverables;

“Legislative Requirements” means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Loss” or “Losses” means any damage, liability, cost or expense including legal expenses;

“Material” includes property, equipment, information, data, photographs, documentation or other material in any form, including software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

“Party” and/or “Parties” means either CGIAR or the Contractor or both collectively;

“Payment Milestone” means an identified deliverable for which the Contractor is entitled to receive a payment in accordance with this Agreement;

“Personal Data” means personal information as defined by the Legislative Requirements governing this Agreement including all Data Protection Legislation;

“Personnel” means the officers, employees, agents, advisers, contractors and subcontractors (including their respective personnel) of either party;

“Pre-existing Intellectual Property” means Material or Inventions/Work(s) in existence prior to the date of this Agreement, developed by the Contractor or an associated entity, and utilized in conjunction with or for developing Project Material;

“Price” means the price, exclusive of any taxes, payable by CGIAR as stated in the Agreement;

“Project Material” means all Material:

- brought into existence or supplied as part of or for the purpose of performing the Services;
- or
- copied or derived from the above Material;

“Record” means a document or anything constituting a piece of evidence about the past, or an account kept in writing or in some other permanent form (electronic or otherwise) that Records information relevant to CGIAR’s operations;

“Regulatory Bodies” means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of CGIAR and “Regulatory Body” will be construed accordingly;

“Services” means any service provided, or to be provided, to CGIAR by the Contractor (or any of the Contractor’s subcontractors) pursuant to or in connection with the Agreement including, but not limited to, the Services expressly stated in the Agreement together with any Services that are necessary to perform those Services and any Services associated with the supply of the Goods; and

“Third Party Material” means any Material made available by the Contractor for the purposes of this Agreement in which a third party holds Intellectual Property Rights.