

Wetlands International General Conditions applicable to Consultancy Contracts

version 1.0

Between:

1. Wetlands International

and

2. the Contractor

are hereinafter jointly referred to as 'Parties' and individually also as 'Party'.

Whereas:

- A. Wetlands International's mission is to sustain and restore wetlands, their resources and biodiversity;
- B. Wetlands International is an international NGO. It provides 'tools' and knowledge to assist governments, corporates and society in the conservation and restoration of wetlands. Wetlands International aims to influence relevant policies, conventions and treaties. Wetlands International is a source of best-informed opinion on key issues affecting wetlands and priority actions for their conservation and wise use, drawing on scientific analyses and its own experience in global and national conservation programmes;
- C. The Contractor will perform the activities described in the terms of reference in Annex 1 ;
- D. Within the framework of the Contract, Wetlands International wishes to enter into an agreement with the Contractor on a professional services contract basis;
- E. Parties have the intention to enter into an agreement as described in Arts. 7:400 et seq of the Dutch Civil Code. Parties declare that these articles will apply to the Contract;

Have agreed as follows:

Article 1 Assignment

- 1.1 Wetlands International assigns the Contractor to perform the work as described in Annex 1; this assignment (hereafter referred to as: 'the Assignment') is accepted by the Contractor.
- 1.2 Contractor will follow the proposed mode of operation and assignment as described in Annex 1.
- 1.3 Without written approval, no changes are allowed to the Assignment as set out in Annex 1.

Article 2 Compensation, Expenses, and Reports

- 2.1 In the contract period Wetlands International HQ will fund activities within the Assignment.
- 2.2 The maximum amount, including taxes (VAT), that is granted by Wetlands International to the Contractor within the framework of the Contract is mentioned on the front page of the Contract.
- 2.3 After both Parties have signed the Contract, the Contractor will receive the above mentioned maximum amount in maximum 2 instalments.
- 2.4 Wetlands International shall pay only after receiving specified invoices. Invoices will be addressed to the Finance Department of Wetlands International. After receipt of the signed contract, Wetlands International shall make an advance payment against a specific invoice by the Contractor for the amount of the first instalment as mentioned on the front page of the Contract. The balance shall be paid after receipt of a final invoice and upon acceptance of all deliverables described in the Terms of Reference.
- 2.5 Wetlands International will only make payments to the Contractor after funds from the back donor have been received.
- 2.6 All payments will be made in Euros. Exchange rate differences and bank charges may be included as expenses and/or gains in financial reports.
- 2.7 The Contractor shall provide Wetlands International with all necessary information for payments to be made under the Contract, including Name and Address of Bank Account holder, Bank Account number, Name and Address and Swiftcode of Bank (see last page of the Contract).
- 2.8 Costs committed before and after the project start and end dates cannot be claimed by the Contractor.
- 2.9 Wetlands International reserves the right to reduce its funds, stop transfers prematurely or claim repayment of all or part of the funds transferred, among others, if contractual obligations inclusive reporting and accounting obligations are not met or it emerges, either from the requested reporting or from some other source, that funds are not being used for the purposes for which they have been made available for or if alternative funding proves to have been acquired for the same activities which was not known to Wetlands International. Wetlands International will initiate such reduction or termination only after consultation with the Contractor, after which accounts will be settled on the basis of costs made and taking into account, within reasonable limits, financial obligations entered into by the Contractor for the future.
- 2.10 Wetlands International reserves the right to conduct an investigation into the activities carried out by the Contractor in the framework of the Contract, including the reporting and financial administration. If such an investigation is initiated, the Contractor will co-operate fully with the officials appointed by Wetlands International to conduct such an investigation of the project's implementation. If such an investigation is initiated, the cost occurred will be fully covered by Wetlands International.
- 2.11 All payments by Wetlands International to the Contractor are in "gross". This means that Parties assume that all payable tax liabilities, insurances and social security premiums are for the account and the risk of the Contractor.

- 2.12 The Contractor has no claim, other than the maximum amount mentioned in article 2.2, for compensation and expenses whatsoever towards Wetlands International.

Article 3 Special Obligations of Contractor

- 3.1 The Contractor shall act and inform Wetlands International according to all instructions as stipulated in the Contract and the Annexes.
- 3.2 At first request of Wetlands International, the Contractor will make all or any of the contracts with third parties assigned by the Contractor as well as the name/address information of the subcontractors, available for inspection by Wetlands International.
- 3.3 By signing the Contract, the Contractor acknowledges to have taken notice of the content of Wetlands International Financial Control and Sanctions Policy for Contracting Out (available at www.wetlands.org/our-accountability/about-us as well as upon request) and confirms to apply the policy where and whenever necessary and to impose application of this policy on any other party involved in the Contract including sub-contractors.
- 3.4 If and when Wetlands International has strong indications that a subcontractor assigned by the Contractor is not trustworthy or honourable, the Contractor will, at its own costs, terminate the contract with the alleged subcontractor with immediate effect.
- 3.5 By signing the Contract the Contracted Party acknowledges to have taken notice of the content of Wetlands International Anti-Corruption Policy (available at www.wetlands.org/our-accountability/about-us as well as upon request) and confirms to apply the policy where and whenever necessary and to impose application of this policy on any other party involved in the Contract including sub-contractors.
- 3.6 The Contractor will not make misuse of the funds granted by Wetlands International. If the Contractor acts in conflict with this provision, Wetlands International may terminate the Contract immediately, without prejudice to any right to claim full compensation and without prejudice to the articles 6 and 10.
- 3.7 Wetlands International reserves the right to evaluate the Contractor's performance at any moment during the Assignment, in which case the Contractor will, on first request of Wetlands International, provide its full cooperation.
- 3.8 The Contractor will enforce all obligations arising from the Contract to all its subcontractors. The Contractor will be held liable for all damages caused by subcontractors who do not act in accordance to the provisions of the Contract.
- 3.9 Wetlands International reserves the right to request the Contracted Party at any moment during the execution of the assignment to produce the latest annual accounts of Contracted Party's organisation and accompanying external audit report.



Article 4 Reporting

- 4.1 The Contractor shall report project progress as requested by Wetlands International personnel. Additional reporting associated with Assignment outputs is detailed in Annex 1.
- 4.2 The Contractor is expected to generate expense reports corresponding to travel incurred in related to the Assignment, whenever applicable. Reports must utilize the format provided by the Wetlands International and be submitted within 7 days of completing the travel. They must also include copies of the receipts of all expenditures.

Article 5 Duration and termination of the Contract

- 5.1 The Contract shall have effect at the start date and remain in force until the end date or until full completion of the Assignment, whichever is sooner.
- 5.2 The Contract can be terminated by mutual consent that shall be expressed in a written agreement.
- 5.3 Either Party may terminate the Contract 30 days after giving written notice to the other Party thereof. The Parties agree to consult with each other as to the reason for termination and as to the effect of termination of the project, and to assist each other in the prompt settlement or transition of the project. The Party terminating the Contract is responsible for any operational costs that have to be made by the other Party as a result of this termination. The Party terminating the Contract must declare these costs to the other Party within the aforementioned 30 days. Costs made or declared after this period will not be taken into account. The Operational costs resulting from termination of the Contract are defined as costs directly related to terminating operation of the project by the Contractor itself. Costs related to contractual obligations between the Contractor and third parties fall under the responsibility of the Contractor. The Contractor is responsible for paying due attention to the consequences of a termination when contracting other parties and for including appropriate settlement measures in the relevant contracts and agreements.

Article 6 Indemnification and Exoneration

- 6.1 For the duration of the Contract the Contractor is liable for damage suffered by Wetlands International resulting from (an) attributable shortcoming(s) or an unlawful action committed by the Contractor.
- 6.2 The Contractor indemnifies Wetlands International for all damages Wetlands International is held responsible for and which damages the Contractor causes or will cause to Wetlands International or any other third party in the execution of the Assignment.

Article 7 Insurance and security

As from the date of the execution of the Contract, the Contractor is responsible for the security of its project staff and the Contractor will take out all professional liability insurance including travel insurance for travel taking place under the Assignment.

Article 8 Intellectual property rights

- 8.1 All rights, including intellectual property rights, of any materials or information prepared or supplied by Wetlands International, remain by Wetlands International.
- 8.2 All intellectual property rights (to be claimed) in materials, goods and services prepared or developed by the Contractor in connection with the Contract, shall be shared with Wetlands International. The Contractor shall disclose to Wetlands International all information and provide Wetlands International with all documents reasonably required to exercise these rights.

Article 9 Confidentiality

- 9.1 The Contractor is obliged to respect confidentiality requirements of Wetlands International's partners. Where for commercial, strategic or other reasons, a partner designates any information confidential, the subcontractor who has access to this information shall abide by the confidentiality requirements with respect to such information. The contractor is obliged to respect confidentiality requirements both during and after the completion of the Assignment under the Contract. Copies of confidential information made available during the course of the work should be returned to Wetlands International after completion of the Assignment under the Contract. The Contractor is obliged to destroy all copies of confidential electronic documents after completion of the Assignment.
- 9.2 The Contractor shall enforce the confidentiality conditions refer in section 9.1 to all employees and sub-contracts involved in performing the Assignment under the Contract.

Article 10 General clauses

- 10.1 The annexes to the Contract are part of the Contract and are inextricably bound to it and to each other. A reference to the Contract therefore implies a reference to its Annexes. If part of the Annexes conflict with the Contract, the latter will prevail.
- 10.2 Partial disregard or change of stipulations as well as any amendment to the Contract is only binding if agreed between the Parties in writing.
- 10.3 The Contract shall be governed by Dutch law.
- 10.4 All disputes resulting from the Contract shall be solved amicably if possible. This shall not prejudice the right of the Party who is of the opinion that the subject of the dispute is so urgent



that no delay is possible to submit the dispute for settlement to the President of the competent Court of Arnhem. If Parties do not succeed in solving their disputes amicably, each Party is entitled to bring its case to the competent Judge of Arnhem.