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## **IMO General Terms and Conditions**

### **LEGAL STATUS**

- 1 The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis the International Maritime Organization. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the International Maritime Organization.

### **SOURCE OF INSTRUCTIONS**

- 2 The Contractor shall neither seek nor accept instructions from any authority external to the International Maritime Organization in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect the International Maritime Organization and shall fulfil its commitments with the fullest regard to the interests of the International Maritime Organization.

### **CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

- 3 The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **ASSIGNMENT**

- 4 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the International Maritime Organization.

### **SUB-CONTRACTING**

- 5 In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the International Maritime Organization for all sub-contractors. The approval of the International Maritime Organization of a sub-contractor shall not relieve the Contractor of any of its obligations under this contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### **OFFICIALS NOT TO BENEFIT**

- 6 The Contractor warrants that no official of the International Maritime Organization has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

## **INDEMNIFICATION**

- 7 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the International Maritime Organization, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation claims and those arising out of the use of patented inventions or devices.

## **INSURANCE AND LIABILITIES TO THIRD PARTIES**

- 8 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 9 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 10 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, aeroplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 11 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- Name the International Maritime Organization as additional insured,
  - Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the International Maritime Organization;
- The Contractor shall give the International Maritime Organization thirty (30) days written notice prior to any cancellation or change of coverage that affects the International Maritime Organization.
- 12 The Contractor shall, upon request, provide the International Maritime Organization with satisfactory evidence of the insurance required under this Article.

## **ENCUMBRANCES/LIENS**

- 13 The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the International Maritime Organization against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

## **TITLE TO EQUIPMENT**

- 14 Title to any equipment and supplies that may be furnished by the International Maritime Organization shall rest with the International Maritime Organization and any such equipment shall be returned to the International Maritime Organization at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the International Maritime Organization, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

The Contractor shall be liable to compensate the International Maritime Organization for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

- 15 The International Maritime Organization shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the International Maritime Organization's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the International Maritime Organization in compliance with the requirements of the applicable law.

#### **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE IMO**

- 16 The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the International Maritime Organization, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the International Maritime Organization, or any abbreviation of the name of the International Maritime Organization in connection with its business or otherwise.

#### **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

- 17 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of the International Maritime Organization, shall be treated as confidential and shall be delivered only to International Maritime Organization authorized officials on completion of work under this Contract.
- 18 The Contractor may not communicate at any time to any other person, Government or authority external to the International Maritime Organization, any information known to it by reason of its association with the International Maritime Organization which has not been made public except with the authorization of the International Maritime Organization; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### **FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS**

- 19 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Contractor shall give notice and full particulars in writing to the International Maritime Organization, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the International Maritime Organization of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the International Maritime Organization shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 20 If the Contractor is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Contract, the International Maritime Organization shall have the right to suspend or terminate

this Contract on the same terms and conditions as are provided for in the Article on "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

- 21 *Force majeure* as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

## **TERMINATION**

- 22 The time period for termination of the Agreement will be defined in the contract.
- 23 Either party shall be entitled to terminate this Agreement forthwith by written notice if the other shall knowingly or negligently commit, or suffer to be committed, any material breach of its duties or obligations hereunder, and shall fail to remedy such breach (if capable of remedy) within 28 days of written notice.
- 24 The International Maritime Organization may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated in which case the Contractor shall be reimbursed by the International Maritime Organization for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 25 In the event of any termination by the International Maritime Organization under this Article, no payment shall be due from the International Maritime Organization to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 26 Should the Contractor be audited bankrupt or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the International Maritime Organization may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the International Maritime Organization of the occurrence of any of the above events.

## **SETTLEMENT OF DISPUTES**

- 27 **AMICABLE SETTLEMENT** : The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then pertaining, or according to such other procedure as may be agreed between the parties.
- 28 **ARBITRATION** : Any dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof, unless settled amicably under the Preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then pertaining. The place of the arbitration will be London, United Kingdom.

## **PRIVILEGES AND IMMUNITIES**

- 29 Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Maritime Organization, including its subsidiary organizations.

## **TAX EXEMPTION**

- 30 Section 7 of the Convention on the Privileges and Immunities of the International Maritime Organization provides, *inter alia*, that the International Maritime Organization, including its subsidiary organizations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the International Maritime Organization exemption from such taxes, duties or charges, the Contractor shall immediately consult with the International Maritime Organization to determine a mutually acceptable procedure.
- 31 Accordingly, the Contractor authorizes the International Maritime Organization to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the International Maritime Organization before the payment thereof and the International Maritime Organization has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the International Maritime Organization with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **OBSERVANCE OF THE LAW**

- 32 The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **AUTHORITY TO MODIFY**

- 33 No modification or change in this Contract shall be valid and enforceable against the International Maritime Organization unless provided by an amendment to this Contract signed by either the Chief, Office of General Services, or the Director, Administrative Division, International Maritime Organization.

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