

## **Document 4:      IDEA Terms and Conditions**

### **SERVICES TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to **IDEA**. The term “Vendor” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply/service agreement, whichever is in place.

### **GENERAL TERMS AND CONDITIONS**

**1) Price:** The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

**2) Source of Instructions:** The Vendor shall not seek nor accept instructions from any source external to **IDEA** in relation to the performance of the contract.

**3) Assignment:** The Vendor shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

**4) Corruption:** The Vendor shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Vendor agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

**5) Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Vendor under the contract shall be the property of **IDEA** and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

**5.1)** The Vendor may not communicate at any time to any other person, government or authority external to **IDEA**, any information that has been compiled through association with **IDEA** which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.

**6) Use of Emblem or Name:** Unless otherwise agreed in writing; the Vendor shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Vendor in any way whatsoever use the name or emblem of **IDEA** in connection with its business or otherwise.

**7) Observance of Law:** The Vendor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

**8) Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

**8.1)** In the event of and as soon as possible after the occurrence of any cause deemed *force majeure*, the Vendor must inform the Buyer of the full particulars in writing. If the Vendor is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

**8.2)** If the Vendor is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

**9) Cancellation:** The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of **IDEA** and/or lack of funding. In such a case the Vendor shall be reimbursed by **IDEA** for all reasonable costs incurred by the Vendor, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

**9.1)** Should the vendor encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

**10) Complete Information:** The Vendor shall provide the Buyer with all information (complete bio data / Curriculum Vitae) of its employees and staff, which will be performing or providing assistance during the supply (if needed).

**11) Inspection and Test:** The Supplier must inspect the items prior to dispatch to ensure conformance to specification and/or any other provisions of the requirement. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

**12) Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 15 days from being notified of any change.

**13) Export License:** If an export license or licenses are required for the goods/ services, the Vendor has the responsibility to obtain that license or licenses.

**14) Payment Terms:** Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice, goods received notes/ work completion certificate issued by the **IDEA** representative on monthly basis.

**15) Ethics:** The Code of Conduct to which **IDEA** expects all of its Vendors to respect is as follows;

- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labor laws are complied with.
- Social rights are respected

**15.1) Environmental Standards** - Vendors should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management.
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

**16) Rights of IDEA:** Should the Vendor fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of services within the agreed delivery date(s), the buyer may, after giving reasonable notice to the Vendor, exercise one or more of the following rights:

- Procure all or part of the services from an alternate source, in which event the Buyer may hold the Vendor liable for additional costs incurred.
- Refuse to accept all or part of the Services.
- Impose a penalty of 0.5% per day for the whole amount of the contract / purchase order.
- Terminate the contract.

**17) Rights of Access for Test Purposes:** **IDEA** is contractually obliged to facilitate certain donor's direct access to Vendor for test purposes. This obligation is extended to all **IDEA** Vendors.

**18) No Agency:** This order does not create a partnership between the Buyer and Vendor or make one party the agent for the other for any purpose.