

**Procurement**

Annex E - International Court of Justice Standard Contract Terms**1. Contract Documents**

- 1.1 The Contract, including all of its Annexes, and the following named documents, incorporated herein by reference, constitute the entire Contract (hereinafter referred to as the “Contract”) between the ICJ and the selected contractor (hereinafter referred to as ‘Contractor’):

- 1.1.1 The ICJ’s Request for Proposal,
- 1.1.2 The selected Contractors proposal

- 1.2 In the event of any conflict among Contract documents, the following order of priority shall apply to the construction and application of the Contract:

- 1.2.1 First: The Contract
- 1.2.2 Second: The RFP;
- 1.2.3 Third: The Proposal.

2 Obligations of the Contractor

- 2.1 The Contractor shall deliver the Services in accordance with the requirements, terms and conditions set forth in this RFP described in Annex B.
- 2.2 The Contractor represents and warrants that it has the full right to grant the ICJ the Services, in accordance with this Contract and for its full duration.
- 2.3 The Contractor represents and warrants that the Services provided to the ICJ under this Contract shall be to the ICJ’s satisfaction, and that they shall conform in all respects with the specifications set forth in Annex B.
- 2.4 Without prejudice to any of the ICJ’s other rights or remedies under this Contract, if the ICJ reasonably determines that all or any portion of this Contract is not being satisfactorily performed, or otherwise does not conform to the requirements of this Contract, the Contractor shall, upon the ICJ’s request, remedy such unsatisfactory performance as expeditiously as possible at no cost to the ICJ.
- 2.5 The Contractor shall be deemed to have satisfied itself before bidding as to the correctness and sufficiency of its Proposal for the ICJ’s requirements and of the rates and prices which rates and prices shall, except in so far as it is otherwise provided in this Contract, cover all its obligations under this Contract and all matters which are necessary for the proper execution of this Contract.



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3. Contractor's Account Manager

3.1 For the purpose of the operation of the Contract, the Contractor shall appoint an Account Manager (hereinafter referred to as "Contractor's Account Manager") whose appointment must be approved by the ICJ Project Manager as defined in Article 4 below.

3.2 The function of the Contractor's Account Manager shall be to:

- 3.2.1 Provide full-time, overall direction, supervision and co-ordination of the Contractor's activities;
- 3.2.2 Ensure that the requirements of the Contract are addressed and resolved satisfactorily on a timely basis;
- 3.2.3 Co-ordinate the services in accordance with the terms set forth herein;
- 3.2.4 Confer and liaise with the ICJ Project Manager regarding all operational aspects of the Contract.

3.3 If the appointment of the Contractor's Account Manager is not approved or is withdrawn by the ICJ Project Manager, the Contractor shall within five (5) calendar days after receiving notice of disapproval or withdrawal, replace him/her by another agent or representative, the appointment of whom shall be approved by the ICJ Project Manager.

3.4 The Contractor shall not unilaterally replace any Account Manager without the ICJ's prior written approval, except where the Account Manager's employment with the Contractor has been or is about to be terminated.

4. ICJ Project Manager

4.1 The ICJ shall designate a Project Manager (hereinafter referred to as "ICJ Project Manager") who shall be the ICJ's representative during the execution of the Contract.

4.2 The ICJ Project Manager shall have the authority to act on behalf of the ICJ only to the extent provided in the Contract, unless otherwise modified in writing.

4.3 The Account Manager shall co-ordinate all activities in accordance with the terms set forth herein.

4.4 The ICJ reserves the right for the ICJ to unilaterally withdraw such designation, designate another person to act in the named representative's place, make any future designations extra-contractually, or perform the related function himself/herself, provided that notification of any such withdrawal and subsequent designation(s) will be given to the Contractor in writing.

5. Confidentiality of Information



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5.1 The Contractor and its employees shall exercise the utmost discretion in all matters relating to the ICJ and shall not communicate at any time to the media or to any institution, person, governmental or non-governmental organization or other authority external to the ICJ any information which has become known to them in the course of their duties; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the Contract.

5.2 The Contractor understands that, in case of any breach or violation of the obligations under this Article, the ICJ will, as it deems necessary, take appropriate legal measures

6. Indemnification

6.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the ICJ, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature of kinds, including their costs and expense, arising out of acts or omissions of the Contractor, or the Contractors employees, officers, agents or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the sue of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this provision do not lapse upon termination of the Contract.

7. Insurance

7.1 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.

7.2 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, airplanes 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.

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8. Contract Duration

- 8.1 The effective date of the Contract shall be the date of signature, i.e., if the Contract is signed by the Parties on the same date, on that date, or, if the Contract is signed by the Parties on different dates, the later of these dates, and shall remain in full force and effect for a period of three (3) years.
- 8.2 The Contractor hereby agrees that the ICJ shall, at its sole discretion, have an irrevocable and exclusive option to extend the Contract beyond the period set forth in paragraphs 8.1 hereof, for a period of one year (hereinafter referred to as 'Contract Extension'). The option for such extension shall be exercised in the manner set forth in paragraphs 8.3 and 8.4 below.
- 8.3 The extension of the Contract resulting from the exercise of the option set forth in paragraph 8.2 shall be on the same terms and conditions as specified herein.
- 8.4 The ICJ shall exercise the option to extend the Contract set forth above by giving written notice thereof to the Contractor, not less than one (1) month prior to the expiration of the Contract. Notice of such extension will be binding on the ICJ only if signed by the ICJ authorized official.